

EXHIBIT 2



EPA Region 5 Records Ctr.



256488

937742

Law Department
500 Water Street (J150)
Jacksonville, FL 32202
Phone: (904) 359-1894
Personal FAX: (904) 245-2857
E-Mail: peggy_rounds@csx.com

Peggy L. Rounds
Paralegal

September 23, 2004

Via Airborne Express

Mr. Craig Melodia,
Associate Regional Counsel
U.S. Environmental Protection Agency Region 5
Office of Regional Counsel (C-14J)
77 West Jackson Blvd
Chicago, IL 60604

Re: Information Request - 311 East Green Avenue, Milwaukee, Milwaukee County,
Wisconsin

Dear Mr. Melodia:

This responds to the Request for Information pursuant to Section 104 of CERCLA for 311 East Green Avenue, Milwaukee, Milwaukee County, Wisconsin, dated August 26, 2004. Enclosed please find the response to EPA's Information Request, which is provided on behalf of CSXT.

CSXT has made reasonable inquiry and conducted a diligent search of currently available company records. The responses provided pursuant to the Information Request are not intended and should not be construed as an admission of liability by CSXT for the release or threatened release of hazardous substances at this site, or for any removal or response costs or damages attributable to hazardous substances at this site. CSXT continues to specifically deny any liability under CERCLA or any other statute, regulation or common law for the release or threatened release of hazardous substances at this site.

As explained more thoroughly in the attached response, CSXT has been unable to find any evidence that it or one of its predecessors is a responsible person as defined by CERCLA. We have, however, provided all available information regarding the Site that we were able to locate.

Please call with any questions regarding the enclosed.

Sincerely,



Peggy L. Rounds

cc: Paul Kurzanski
Jeff Styron

General Objections

Although the investigation does not reveal whether CSXT or its predecessors (collectively “the Railroad”) transported materials to a business located at 311 East Green Avenue, Milwaukee, Milwaukee County, Wisconsin, such transportation would have been pursuant to federal common carrier rules for the provision of routine rail transportation services for third parties. CERCLA expressly shields common carriers from liability for such shipments. Section 107(a)(4) provides that a transporter is not liable if it did not select the Site; by definition, the shipper, and not the railroad, selects the destination for common carrier rail shipments, and the common carrier is obliged by federal law to provide that service.

In addition, the third party defense for liability is available to a common carrier notwithstanding a contractual relationship between the common carrier and the shipper when “the sole contractual arrangement arises from a published tariff and acceptance for carriage by a common carrier by rail.” Section 107(b)(3). Accordingly, for any such shipments, the Railroad would not be liable.

ANSWERS

The following individuals were consulted in the preparation of these answers.

Tony Tuchek, VP Region- North
Scott Gordon, Director Hazardous Materials
Jim Marks, AVP General Claims, Risk Management
H.R. Elliott, General Manager Environmental Hazardous Materials Systems
Carl Gerhardstein, Senior Director-Environment
Kim Vaughn, Manager Environmental Projects
Paul Kurzanski, Environmental Specialist
Kathy Wilson, Assistant Vice President Load Engineering and Design Services
Ray Wilkins, Director Accounts Payable
Steve P. Smith, General Manager customer Accounting
Fritz Horn, Senior Procurement Manager
Kevin Hurley, - CSX RPI - Director Real Estate Services
Karen Mohler, Director Real Estate Engineering
Romano De Simone, Director Chemical Safety
Brock Lucas, Director Dispatching & Net Performance

If you need further information regarding these questions please contact Jeffrey W. Styron, Counsel, CSX Transportation, Inc., 500 Water Street J-150, Jacksonville, FL 32202; 904-366-4058.

1. Did you ever use, purchase, store, treat, dispose, transport or otherwise handle any materials, including hazardous substances, at the Site? If the answer to the preceding question is anything but an unqualified “no”, identify: **No.**

- a) the chemical composition, characteristics, physical state (e.g., solid, liquid) of each material;
- b) who supplied you with such material;

- c) how such materials were used, purchased, generated, stored, treated, transported, disposed of or otherwise handled by you;
- d) when such materials were used, purchased, generated, stored, treated, transported, disposed of or otherwise handled by you;
- e) where such materials were used, purchased, generated, stored, treated, transported, disposed of or otherwise handles by you;
- f) the quantity of such materials used, purchased, generated, stored, tr4eated, transported, disposed of or otherwise handled by you.

2. State the dates during which you owned, operated, or leased the Site and provide copies of all documents evidencing or relating to such ownership, operation, or lease arrangement (e. g., deeds, leases, etc.).

Pere Marquette Railway Co. ("PMRC") appears to have bought portions of this Site from June 13, 1903 to February 10, 1944 as follows:

- On June 13, 1903 PMRC bought parcels of land from Henry Newcombe of Boston, MA that appear to be part of the Site in question (4 pages);
- On October 26, 1936 the Milwaukee Electric Railway and Light Co. conveyed a portion of the Site to the PMRC (3 pages);
- On October 29, 1936 the City of Milwaukee conveyed a portion of the Site to the PMRC (5 pages);
- On February 10, 1944 a portion of lots one and two of the Site were conveyed to PMRC by Walter A. Zinn and Toni Zinn (his wife). Copies of a proposed Agreement, proposed Lease and two letters dated December 31, 1943 and January 3, 1944 are enclosed for your perusal (9 pages); and
- A Quit Claim Deed wherein the City of Milwaukee conveyed part of the Site to the Chesapeake and Ohio Railway Co. on July 1, 1948 (5 pages). *All the above attached as exhibit 1.*

The PMRC leased a portion of the site to the flowing entity:

- C. J. Meyer doing business as Forelle Fish Company (2 pages), *Enclosed as Exhibit No. 2*

It appears that over the time period of September 24 through 27th of 1968 the railroad that owned the property mentioned above, then known as the Chesapeake and Ohio Railway Co. ("C&O"), conveyed their property located south of the Chicago and Northwestern rail corridor to Pickands Mather & Co. At the same time, Pickands Mather & Co. conveyed their property located North of the Chicago and Northwestern rail corridor to the C&O, as evidenced by the following deeds:

- C& O to Pickands Mather Co., deed dated September 24, 1968, (4 pages) and
- Pickands Mather Co. to the C&O, deed dated September 27, 1968, (4 pages). *Enclosed as exhibit 3.*

The C&O Railway had the following leases affecting the property to the north of the Chicago and Northwestern rail corridor and north of the Site:

- **O'Connell Distribution Co., Inc., 2 leases**
 - Lease dated April 15, 1974 (5 pages, including map);and
 - Lease dated May 15, 1975 (5 pages, including map).
- **Janke Industrial Marine Corp. June 20, 1973 (5 pages, including map). *Enclosed as exhibit 4.***

The C&O conveyed the interest in their property to Chessie Resources, Inc. on February 21, 1975 (7 pages including map). My understanding is this property is located North of the Site in question, please refer to map enclosed with deed. *Enclosed as exhibit 5.*

Chessie Resources, Inc. in turn, deeded the above referenced property to the City of Milwaukee on December 19, 1980, (4 pages including map). *Enclosed as exhibit 6.*

3. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal, or other handling of hazardous substances by you, your contractors, lessors, or by prior owners or operators at the Site. **None known.**

4. Identify the prior owners of the Site. For each prior owner, further identify: **See response to question No. 2 above.**

- a) the dates of ownership;
- b) all evidence showing that they controlled access to the Site; and,
- c) all evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at the Site during the period that they owned the Site.

5. Identify the prior operators, including lessors, of the Site.

- **To C. J. Meyer doing business as Forelle Fish Company (2 pages), *Enclosed as Exhibit No. 2***

The C&O had the following leases affecting property to the north of the Chicago and Northwestern Railroad corridor and north of the Site:

- **O'Connell Distribution Co., Inc., 2 leases**
 - Lease dated April 15, 1974 (5 pages, including map);and
 - Lease dated May 15, 1975 (5 pages, including map).
- **Janke Industrial Marine Corp. June 20, 1973 (5 pages, including map). *Enclosed as exhibit 4.***

For each operator, further identify:

- a) the dates of operation; **Please see above referenced documents.**
- b) the nature of prior operations at the Site; **Unknown.**
- c) all evidence that they controlled access to the Site; **Unknown.**
- d) all evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the Site and/or its solid waste units during the period that they were operating the Site. **Unknown.**

6. Have you or any other person working with you or on your behalf ever accepted waste materials, including hazardous substances, for transportation to the Site from any person? If the answer to this question is anything but an unequivocal "no", identify: **No.**
- a) The person from whom you or such other persons accepted waste materials for transport to the Site;
 - b) Every date on which waste materials were so accepted or transported;
 - c) For each transaction, the nature of the waste materials accepted or transported, including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the material was used or the process which generated the material;
 - d) For each material, describe any warnings given to you with respect to its handling;
 - e) The owner of the materials so accepted or transported;
 - f) The quantity of the material involved (weight or volume) in each transaction and the total quantity for all transactions;
7. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at the Site. In addition, identify the following: **None known.**
- a) The persons with whom you or such other persons made such arrangements;
 - b) Every date on which such arrangements took place;
 - c) For each transaction, the nature of the waste material or hazardous substance; including the chemical content, characteristics, physical state (e.g., solid, liquid) and the process for which the substance was used or the process which generated the substance;
 - d) The owner of the waste materials or hazardous substances so accepted or transported;
 - e) The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions;
 - f) The person(s) who selected the Site as the place to which the waste materials or hazardous substances were to be transported;
 - g) Where the person identified in (f) above intended to have such hazardous substances or waste materials transported and all evidence of this intent;
 - h) What was actually done to the waste materials or hazardous substances once they were brought to the Site;
 - i) The final disposition of each of the waste materials or hazardous substances involved in such transactions;
 - j) The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substances involved in each transaction;
 - k) The type and number of containers in which the waste materials or hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all marking on such containers;
 - l) The price paid for (i) transport or (ii) disposal of (iii) or both, of each waste material or hazardous substance;
 - m) All documents containing information responsive to a) – l) above, or in lieu of identification of all relevant documents, provide copies of all such documents;
 - n) All person with knowledge, information, or documents responsive to a0 – l) above.

8. Identify the acts or omissions of any person, other than your employees, contractors, or agents, that may have caused the release or threat of release of hazardous substances, pollutants, or contaminants, and damages resulting therefrom.

CSXT knows of no other person whose acts or omissions may have caused the release or threat of release of hazardous substances, pollutants, or contaminants, or of damages resulting therefrom.

9. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Requests or who may be able to provide additional responsive documents, identify such persons. **None known.**

10. Provide copies of all local, state, and federal environmental permits ever granted for the Facility or any part thereof (e.g., RCRA permits, NPDES permits, etc.).

CSXT knows of no other documents or information responsive to this Information Request, whether in our possession or not.

In preparation of CSXT's response to EPA's Information Request, various members of the Environmental Operations, Environmental Remediation, Hazardous Material Systems, Purchasing and Materials, and Transportation and Logistics departments of CSXT conducted the investigation and document searches in their respective departments and furnished the basis of the responses to the Information Request. Both files and computerized records were checked to respond to this Information Request. True and accurate copies of deeds and leases have been attached.

I certify under a penalty of law that this document and all Enclosures were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. There are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Respectfully submitted,

Peggy L. Rounds
Paralegal

THIS DEED, made this 19th day of December, 1980, by and between CHESSIE RESOURCES, INC., a corporation of the Commonwealth of Virginia, whose post office address is 1225 Terminal Tower, Cleveland, Ohio 44113, hereinafter called Grantor, and THE CITY OF MILWAUKEE, a political subdivision of the State of Wisconsin, whose post office address is 2040 W. Wisconsin Avenue, Milwaukee, Wisconsin 53233, hereinafter called Grantee, witnesseth:

That, for and in consideration of payment of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Grantor does hereby give, grant and convey unto Grantee, Grantee's successors and assigns, that certain land situate in the County of Milwaukee, State of Wisconsin, and more particularly described as follows:

That part of Lot 1 in the Partition of that part of the NW $\frac{1}{4}$ of Section 4, T6N, R22E, in City of Milwaukee, Milwaukee County, Wisconsin, which lies West of the $\frac{1}{4}$ Section line, bounded and described as follows: Commencing at a point in the North line of said $\frac{1}{4}$ Section 405.45 feet North $89^{\circ} 56' 29''$ East, of the Northwest corner of said $\frac{1}{4}$ Section, thence South $00^{\circ} 46' 58''$ West and parallel to the West line of said $\frac{1}{4}$ Section 16.00 feet to the POINT OF BEGINNING of the land to be described, said point being in the intersection of the East line of the Chicago and North Western Railway Company right-of-way and the South line of East Greenfield Avenue; running thence North $89^{\circ} 56' 29''$ East and parallel to the North line of said $\frac{1}{4}$ Section 1,164.53 feet to a point in the westerly dock line of the Kinnickinnic River; thence South $21^{\circ} 32' 49''$ West along the westerly dock line of the Kinnickinnic River 825.49 feet to a point; thence South $89^{\circ} 25' 22''$ West 359.42 feet to a point in the northeasterly line of the Chicago and North Western Railway Company right-of-way, said point being 770.75 feet South of the South line of East Greenfield Avenue; thence northwesterly along the arc of a curve on the easterly line of said right-of-way 923.11 feet to the point of beginning; containing an area of 13.83 acres, more or less.

Being a portion of the premises acquired by Chessie Resources, Inc. from The Chesapeake and Ohio Railway Company by deed dated February 21, 1975, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 16, 1975, in Microfilm Reel 858, Images 1085 to 1090, inclusive, as Document No. 4922997.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every of the rights, alleys, ways, waters privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the premises aforesaid, with the privileges and appurtenances thereunto belonging, to Grantee, Grantee's successors and assigns forever.

AND GRANTOR, as to the premises aforesaid, does hereby covenant that it, its successors or assigns, will forever warrant and defend the said premises and every part thereof unto Grantee, Grantee's successors or assigns, against the lawful claims and demands of Grantor and all persons claiming or to claim by, through, or under it; subject however, to reservations, exceptions and restrictions of record, to zoning ordinances and to subdivision regulations and laws, if any, to taxes and assessments both general and special which become due and payable after the date of this instrument and which Grantee assumes and agrees to pay, to all encroachments or other matters which might be revealed from an inspection and/or survey of the premises, aforesaid, and to all existing ways and servitudes, howsoever created.

AND FOR THE CONSIDERATION AFORESAID, Grantor does hereby remise, release and forever quitclaim unto Grantee, its successors or assigns, all of Grantor's right, title and interest in and to that certain land situate in the County of Milwaukee, State of Wisconsin, and more particularly described as follows:

All that land in the Northwest one quarter (NW 1/4) of Section Four (4), Township Six (6) North, Range Twenty-two (22) East, lying between the easterly line of the aforescribed 13.83-acre property, and the centerline of the Kinnickinnic River.

Being a portion of the premises acquired by Chessie Resources, Inc. from The Chesapeake and Ohio Railway Company by deed dated February 21, 1975, recorded in the Office of Register of Deeds for Milwaukee County, Wisconsin on June 16, 1975, in

microfilm reel 650, images 1003 to 1050, inclusive,
as Document No. 4922997.

IN WITNESS WHEREOF, CHESSIE RESOURCES, INC., pursuant
to due corporate authority has caused its name to be signed
hereto by its officer hereunto duly authorized and its corporate
seal, duly attested, to be hereunto affixed.

WITNESS:

CHESSIE RESOURCES, INC.

Linda L. Kelly

By R.C. McGowan

Attest:

Will. V. Melly

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

I, H. Thomas Dunck , a Notary Public of
said City, do certify that on December 19, 1980, before me in
said State and County personally came R. C. McGowan ,
to me know, and known to me to be one of the persons whose name
is subscribed to the above instrument dated December 19, 1980,
who, being by me first duly sworn, did depose, acknowledge and
say that he resides at non-responsive ;
that he is President of Chessie Resources,
Inc., the corporation described in and which executed said in-
strument; that he knows the seal of said corporation; that the
seal affixed to said instrument is such seal; that it was so
affixed by authority of the Board of Directors of said corpora-
tion; that he signed his name thereto for said corporation pur-
suant to such authority; and that said instrument is the free act
and deed of said corporation.

In witness whereof, I hereunto set my hand and official
seal, the day and year first above written.

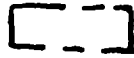
My Commission expires on

H. THOMAS DUNCK, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date,
Section 147.03 R. C.

H. Thomas Dunck
Notary Public

MILWAUKEE, WISCONSIN

MILWAUKEE COUNTY



SALE OF
CRI PROPERTY
13.83 AC.

E. GREENFIELD AVE.

N 89° 56' 29" E 1164.53'

Sec. 33 T7N R22E
Sec. 4 T6N R22E

Easement

CHICAGO AND NORTHWESTERN RAILWAY COMPANY

S 21° 32' 49" W 825.49'

KINNICKINNIE RIVER

S 89° 25' 21" W 359.42'



CHESSIE RESOURCES, INC.

PROPOSED SALE TO
THE CITY OF MILWAUKEE

SCALE 1" = 200'

8-13-80

DRAWING NO. CRI-1

TNC

THIS DEED, made

FEB 21 1975

, by and between

THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a corporation of the Commonwealth of Virginia, whose post office address is 2 North Charles Street, Baltimore, Maryland 21201, hereinafter called Grantor, and CHESSIE RESOURCES, INC., a corporation of the Commonwealth of Virginia, whose post office address is 2 North Charles Street, Baltimore, Maryland 21201, hereinafter called Grantee, witnesseth:

That, for and in consideration of payment of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, Grantor does hereby give, grant and convey unto Grantee, Grantee's successors and assigns, that certain land situate in the County of Milwaukee, State of Wisconsin, and more particularly described as follows:

That part of Lot 1 in the Partition of that part of the NW 1/4 of Section 4, T6N, R22E, in City of Milwaukee, Milwaukee County, Wisconsin, which lies West of the 1/4 Section line, bounded and described as follows: Commencing at a point in the North line of said 1/4 Section 405.45 feet North 89° 56' 29" East of the Northwest corner of said 1/4 Section, thence South 00° 46' 58" West and parallel to the West line of said 1/4 Section 16.00 feet to the POINT OF BEGINNING of the land to be described, said point being in the intersection of the East line of the Chicago and North Western Railway Company right-of-way and the South line of East Greenfield Avenue; running thence North 89° 56' 29" East and parallel to the North line of said 1/4 Section 1,164.53 feet to a point in the westerly dock line of the Kinnickinnic River; thence South 21° 32' 49" West along the westerly dock line of the Kinnickinnic River 825.49 feet to a point; thence South 89° 25' 22" West 359.42 feet to a point in the northeasterly line of the Chicago and North Western Railway Company right-of-way, said point being 770.75 feet South of the South line of East Greenfield Avenue; thence northwesterly along the arc of a curve on the easterly line of said right-of-way 923.11 feet to the point of beginning; containing an area of 13.83 acres, more or less.

BEING all premises acquired by The Chesapeake and Ohio Railway Company from Pickands Mather & Co. by deed dated September 27, 1968, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on October 2, 1968, in Microfilm Reel 443, Images 1102 to 1104 inclusive, as Document No. 4421151.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every of the rights, alleys, ways, waters privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the premises aforesaid, with the privileges and appurtenances thereunto belonging, to Grantee, Grantee's successors and assigns forever.

AND GRANTOR, as to the premises aforesaid, does hereby covenant that it, its successors or assigns, will forever warrant and defend the said premises and every part thereof unto Grantee, Grantee's successors or assigns, against the lawful claims and demands of Grantor and all persons claiming or to claim by, through, or under it; subject however, to reservations, exceptions and restrictions of record, to zoning ordinances and to subdivision regulations and laws, if any, to taxes and assessments both general and special which become due and payable after the date of this instrument and which Grantee assumes and agrees to pay, to all encroachments or other matters which might be revealed from an inspection and/or survey of the premises, aforesaid, and to all existing ways and servitudes, howsoever created.

(END OF THIS PAGE)

AND FOR THE CONSIDERATION AFORESAID, Grantor does hereby remise, release and forever quitclaim unto Grantee, its successors or assigns, all of Grantor's right, title and interest in and to that certain land situate in the County of Milwaukee, State of Wisconsin, and more particularly described as follows:

All that land in the Northwest one quarter (NW 1/4) of Section Four (4), Township Six (6) North, Range Twenty-two (22) East, lying between the easterly line of the afore-described 13.83-acre property, and the centerline of the Kinnickinnic River.

BEING premises acquired by The Chesapeake and Ohio Railway Company from Pickands Mather & Co. by deed dated September 27, 1968, recorded as aforesaid on October 2, 1968, in Microfilm Reel 443, Images 1105 and 1106, as Document No. 4421152.

AND THIS DEED FURTHER WITNESSETH that Bankers Trust Company and S. Burg, as Trustees under the First Mortgage and Deed of Trust of Pere Marquette Railway Company, dated July 1, 1916, as amended and supplemented, do hereby remise, release and forever quitclaim unto Grantee, its successors or assigns, any and all of their right, title and interest in and to the property herein conveyed; but this quitclaim is subject to any and all of the same rights, reservations, exceptions, limitations and agreements herein specified on behalf of the Grantor, and is without covenant or warranty, express or implied, without recourse against said Trustees in any event, and without affecting or in any way impairing the lien and operation of said mortgage and supplements thereto on and in respect of the remaining premises mortgaged thereunder.

IN WITNESS WHEREOF, THE CHESAPEAKE AND OHIO RAILWAY COMPANY and BANKERS TRUST COMPANY (as corporate Trustee), pursuant to due corporate

authority, have caused their names to be signed hereto by their officers hereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed; and S. Burg (as individual Trustee) has hereunto set his hand and seal; each as of the day and year first above written.

WITNESS:

Albert W. Clements, Jr.
Albert W. Clements, Jr.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY Appd. as

By J. R. Hickman to form
Assistant Vice President-General Manager
J. R. Hickman

Attest:

R. S. Sullivan
R. S. Sullivan Assistant Secretary

WITNESS:

J. E. Fullwood
J. E. Fullwood

BANKERS TRUST COMPANY, as Trustee

By T. J. Moskie
T. J. Moskie ASSISTANT Vice President

Attest:

R. J. Noblett
R. J. Noblett Assistant Secretary

WITNESS:

Christine Gerace
Christine Gerace

S. Burg
S. Burg, Trustee

Mortgage and Deed of Trust of Pere Marquette Railway Company dated July 1, 1916, as amended and supplemented; that he knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by authority of the Board of Directors of said corporation; that he signed his name thereto for said corporation pursuant to such authority; and that said instrument is the free act and deed of said corporation as such Trustee.

In witness whereof, I hereunto set my hand and official seal, the day and year first above written.

My Commission expires on

State of New York)
)ss.
City and County of New York)

Phyllis Bucchieri
Notary Public
OFFICE: 110 N. 1ST ST.
Notary Public, State of New York
No. 24-0474713
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1975

I, Phyllis Bucchieri, a Notary Public of said City and County, do certify that on MARCH 14, 1975, before me in said City and County personally came S. Burg, to me known, and known to me to be the person whose name, as a Trustee under the First Mortgage and Deed of Trust of Pere Marquette Railway Company dated July 1, 1916, as amended and supplemented, is subscribed to the above instrument dated FEBRUARY 21, 1975, who, being by me first duly sworn, did depose, acknowledge and say that he resides at non-responsive;

that he is a Trustee under the First Mortgage and Deed of Trust of Pere Marquette Railway Company dated July 1, 1916, as amended and supplemented; and that he executed said instrument as his free act and deed as such Trustee.

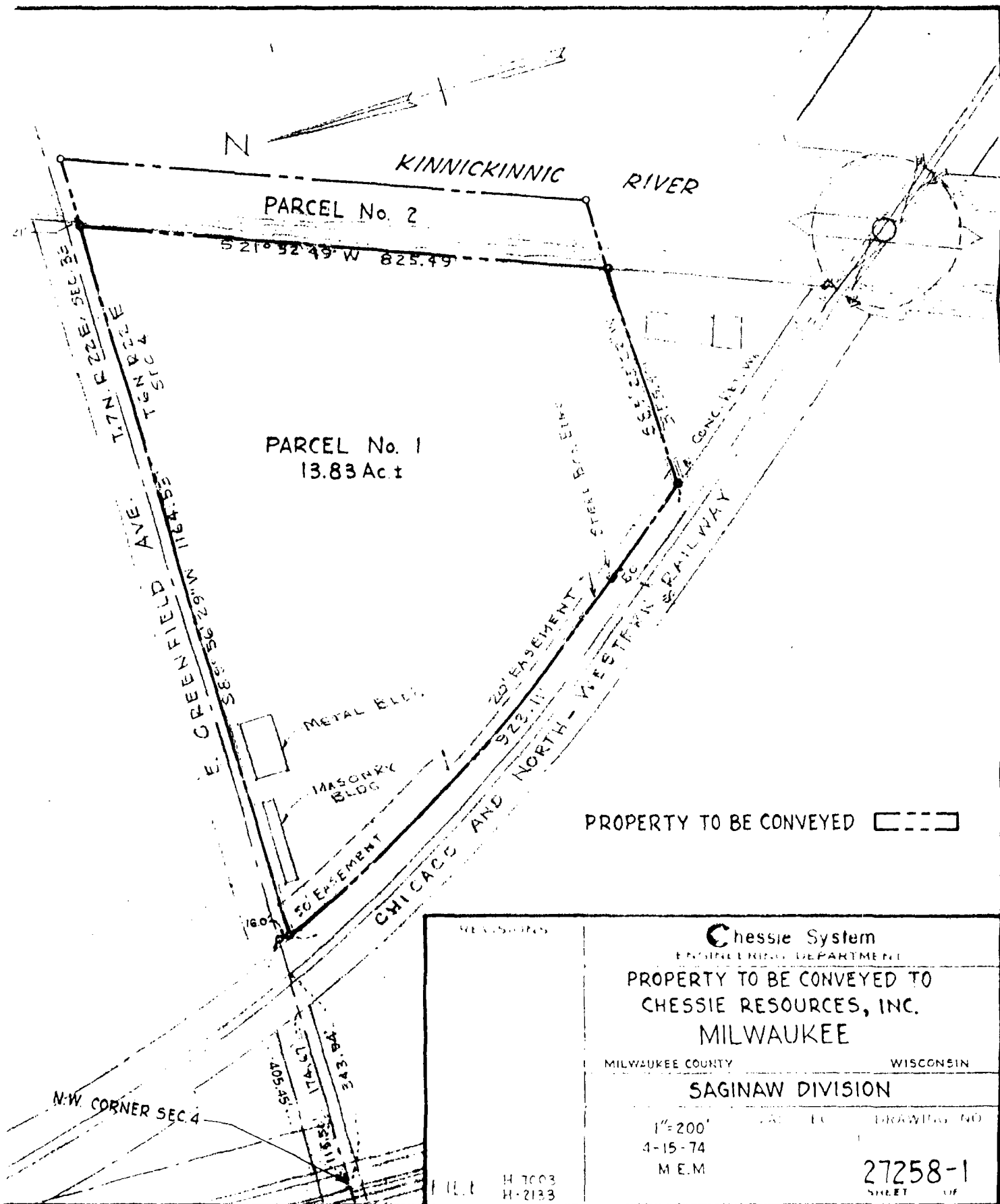
In witness whereof, I hereunto set my hand and official seal, the day and year first above written.

My Commission expires on

This 6page instrument prepared by:

John J. Paylor
Attorney for Grantor
Business Address:
2 North Charles Street
Baltimore, Maryland 21201

Phyllis Bucchieri
Notary Public
PHYLLIS BUCCHIERI
Notary Public, State of New York
No. 24-0474713
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1975



PM 6/17/41
CANCELED 7/17/90

PARTIES This Lease, made this 20th day of June 1973

between THE CHESAPEAKE AND OHIO RAILWAY COMPANY

whose address is Baltimore, Maryland 21201, Lessor,

and JANKE INDUSTRIAL MARINE CORPORATION

whose address is Athens, Wisconsin 54411, Lessee:

PREMISES Witnesseth: That in consideration of covenants herein specified and the hereinafter mentioned rental

to be paid by Lessee, Lessor does hereby lease unto Lessee certain land

at Milwaukee, Wisconsin

hereinafter called "the premises," as shown on plan numbered Exhibit "A" attached hereto

and hereby made a part hereof, described as follows:

DESCRIPTION Being a parcel of land fronting 200-feet along East Greenfield Avenue with a depth of 400-feet as indicated in green on aforesaid plan.

It is agreed between the parties hereto:

USE 1. Lessee shall use and occupy the premises solely for the purpose of temporary storage of pipe and construction materials and for no other purpose.

RENT 2. Lessee will pay to Lessor as rental for the premises the sum of ONE THOUSAND ----- DOLLARS (\$1,000.00)

per month payable monthly in advance from the date hereof, and reimburse

Lessor, as additional rental, for all charges for water, sewer, electricity and heat levied against the premises within one month after presentation of bills therefor. The payment hereunder by Lessee of any sum or sums in advance shall not be held to create an irrevocable lease for period for which the same is paid. Upon termination of this lease as hereinafter provided, Lessee will accept a prorata refund of such rental and of any land taxes paid by it in advance in full settlement, satisfaction and discharge of the remainder of the term or period; provided, however, Lessee shall not be entitled to such refund when the amount involved is less than Fifty Dollars (\$50.00).

DISTRAIN FOR RENT DUE 3. Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all property of Lessee situated on the premises as security for the payment of rent herein reserved

APPROVAL OF PLANS 4. Lessee, prior to erecting any structure on the premises, shall submit plans to Lessor in writing of, Lessor and Lessee shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent, within eighteen (18) feet of the centerline of nearest track over which Lessor operates, unless a lesser clearance is provided for on said attached plan or the written consent of Lessor shall hereafter be obtained, provided nothing in the foregoing shall be construed to permit any clearance less than the minimum required by any applicable law or regulation.

FIRE PREVENTION 5. Lessee shall cooperate with the Safety and Fire Prevention Department of Lessor and shall promptly comply with fire prevention measures requested by said Department. Lessee shall make no electrical installations or alterations in and to the improvements located on the premises except by an authorized electrician; no electric wiring or drop cords shall be hung from nails or other uninsulated metal supports; no incandescent lights shall be allowed to come in contact with any combustible material; and no connections shall be made to electric lighting circuits for power, heating or cooking purposes without the prior written approval of Lessor's Safety and Fire Prevention Department.

ORDINANCES Lessee, at Lessee's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any Governmental authority having jurisdiction. Lessee shall also comply with all applicable requirements of Lessor and with the rules and regulations of the National Fire Codes established by the National Fire Prevention Association, so far as the same may affect the premises or the use thereof.

MAINTENANCE AND REPAIRS 6. Lessee will not create or permit any nuisance in, on or about the premises, and Lessee shall maintain the premises in a neat and clean condition. Buildings and other structures of Lessee shall be erected and/or maintained on the premises by Lessee to the satisfaction of Lessor's Superintendent having jurisdiction.

In the event Lessee occupies under this lease building(s) owned by Lessor, Lessee accepts said building(s) as is, and Lessor shall be under no obligation with respect to the condition or maintenance of said building(s). When Lessee occupies the entire building(s), Lessee, at Lessee's cost and expense, shall keep said building(s) in good condition and repair, including, but not limited to, the roof(s). When Lessee occupies less than the entire building(s), Lessee, at Lessee's cost and expense, shall construct and maintain partitions separating the premises used by Lessee from the remainder of said building(s) and shall keep the interiors thereof in good condition and repair, including, but not limited to, windows and doors. All work performed by Lessee pursuant to this paragraph shall be satisfactory to and subject to the approval of Lessor's Superintendent having jurisdiction. Lessee will not make, or permit to be made, any improvements, alterations or additions to the premises without the written consent of Lessor.

Approval by Lessor of any electrical or other repairs, or of any replacements, improvements or installations, whether electrical or otherwise, made by Lessee, or failure of Lessor to object to any work done or material used, or the method of repair, construction, installation or maintenance, shall not be construed as an admission of responsibility by Lessor or as a waiver of any of Lessee's obligations under this lease.

SERVICES 7. Lessor will not be responsible for burst or leaking pipes and will be under no obligation to furnish the premises with water, gas, sewage disposal facilities, electricity, heat or janitorial and other services and supplies that may be necessary or desirable in connection with Lessee's use and occupancy of the premises.

DAMAGE BY FIRE 8. In the event the premises shall be destroyed by fire or by the elements, or shall be damaged thereby to such an extent as to be wholly untenable, in the sole opinion of Lessor, Lessor shall have the option of repairing or reconstructing the premises or of terminating this lease. Lessor shall give prompt notice to Lessee of its election in this regard and, if the Lessor elects to repair or reconstruct, the rental shall be abated proportionately until such repair or reconstruction is completed.

PIPE AND WIRE LINES 9. Lessor shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wire lines now or hereafter installed upon or across the premises, and to use, repair and remove the same.

UTILITIES TO SERVE PREMISES 10. Except as provided in Section 11. hereafter, Lessee shall not use, for utility lines or otherwise, any property of Lessor other than the premises herein leased without first obtaining Lessor's prior written consent and complying with all requirements of Lessor applicable thereto.

INGRESS AND EGRESS 11. Lessee shall have the right to use, in common with Lessor and others authorized by Lessor, existing driveway or other property designated by Lessor as means of ingress to and egress from the premises. Lessor shall be under no obligation with respect to the condition or maintenance of said driveway or other property and Lessee's use of same shall be subject to all of the covenants, terms and conditions of this lease.

CLAIM OF TITLE 12. Lessee shall not at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this lease for any length of time give rise to any right, title or interest in or to the premises. Lessee understands and agrees that Lessor shall in no manner be obligated to reimburse Lessee for all or any part of any expenditures made by Lessee during its occupancy of the premises, under this or prior agreements, for any repairs, replacements, renovations, remodeling or any other work on or about the premises.

TERMINATION 13. This lease may be terminated by either party at any time upon not less than 30 days written notice in writing sent by registered or certified mail to the other party, provided, however, in the event of a breach of any of the covenants, terms and conditions hereof by Lessee, Lessor shall have the right to terminate this lease immediately. All notices and communications concerning this lease shall be addressed to Lessor or to Lessee at their respective addresses hereinabove set forth, or at such other address as either party may designate in writing to the other party.

In the event of termination of this lease, Lessee shall, within the period specified in said notice, remove all structures and other property on or about the premises except those owned by Lessor, restore the premises to a condition satisfactory to Lessor, remove, if requested by Lessor, all foundation walls and structures below the surface of the ground and fill in all excavations and vacate the premises, provided, however, that no structure or other property shall be removed from the premises until all money due Lessor under this lease shall have been paid.

If Lessee shall fail to remove said structures or other property on the premises or fail to pay all money due Lessor under this lease, or if this lease shall be terminated by the Lessor on account of the breach of any of the covenants, terms and conditions hereof, all right, title and interest of Lessee in and to said structures and other property on or about the premises shall, if Lessor so elects, be forfeited and title thereto shall vest absolutely in Lessor, without the necessity of any legal process by Lessor; and if Lessor shall notify Lessee to remove said structures or other property and the same are not so removed, Lessor may remove the same at the cost and expense of Lessee.

Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach of any right created thereby.

LIABILITY 14. Lessee hereby assumes, and releases and waives any right to ask for or demand damages for or on account of, any loss of or damage to property of Lessee or any part thereof on or about the premises and upon any roadway leading to or from the premises and located upon adjoining lands of Lessee, including loss of or interference with any use or service thereof, whether caused by, arising out of or resulting in any manner from the fault, failure or negligence of Lessor or otherwise.

Lessee hereby assumes, and releases and agrees to protect, save harmless, defend and indemnify Lessor from and against (1) all loss of and damage to any property whatsoever, other than said property of Lessee, but including property of Lessor and of all other persons whomsoever and the loss of or interference with any use or service thereof; (2) all loss and damage on account of injury to or death of any person, including, but not limited to employees and patrons of the parties hereto and all other persons whomsoever; and (3) all claims and liability for such loss and damage and cost and expense thereof caused by, arising out of or resulting in any manner from the condition, existence, use or occupancy of the premises when not solely caused by, arising out of or resulting in any manner from the fault, failure or negligence of Lessor.

LIABILITY FOR FIRE 15. Notwithstanding anything to the contrary in Section 14 hereof, the use of the premises shall be without loss of and damage by fire. Lessee hereby assumes all risk of loss and damage by fire to Lessor and agrees to protect, save harmless and indemnify Lessor from all claims of third parties and for reason of any loss of or damage to property of others now situated or which may hereafter be placed upon the premises.

CONDEMNATION 16. Should the premises or any part thereof be condemned, appropriated and/or required for public use, then this lease, at the option of Lessor, shall terminate upon the date when the premises or any part thereof shall be taken. No part of any damages or award shall belong to Lessee, except to the extent of any specific award for improvements and/or facilities of Lessee. Improvements and/or facilities of Lessee not condemned, appropriated and/or required as aforementioned shall be removed in accordance with Section 13 hereof.

**SUCCESSORS
AND
ASSIGNS**

17. The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of Lessor and the heirs, personal representatives, successors and assigns of Lessee; provided, however, Lessee shall not assign, encumber or sublet this lease or any part of the premises or any rights and privileges herein granted without written consent of Lessor. This covenant shall also apply to any assignment for the benefit of creditors and to any unauthorized sale or transfer of this lease, or of any rights and privileges hereunder, whether made by Lessee or in any proceeding, whether at law or in equity, or otherwise, to which Lessee may be a party, whereby any of the rights, duties and obligations of Lessee shall or may be transferred, encumbered, abrogated or in any manner altered without the consent of Lessor first had and obtained in the manner hereinabove provided, it being expressly understood and agreed that, in the event of any such assignment for the benefit of creditors or unauthorized sale or transfer of this lease, or any of the other rights and privileges hereunder, or in the event a petition in bankruptcy shall be filed by Lessee, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a trustee in bankruptcy or a receiver of Lessee shall be appointed in any suit or proceeding brought by or against Lessee, then and in each and every such event Lessor may, at its option, terminate this lease immediately by giving Lessee or any such assignee for the benefit of creditors, trustee in bankruptcy or receiver written notice of such termination and Lessor may enter upon and take possession of the premises.

LESSOR

18. The term "Lessor" as used in Sections 14 and 15 hereof, shall include any other company or companies whose property at the aforesaid location may be leased or operated by Lessor. Said term also shall include any parent company or companies, subsidiaries, lessees or licensees of Lessor other than Lessee.

19. It is understood and agreed that all pipe will be stored on the demised premises in a safe manner in accordance with the requirements of the Lessor and subject to the approval of its Superintendent or other proper officer, and the Lessee covenants and agrees, at its sole risk, cost and expense to construct and maintain a substantial barricade around the demised premises, if deemed necessary by the Superintendent or other proper officer of the Lessor to prevent the stored pipe from rolling therefrom.

In Witness Whereof, the parties hereto have caused this lease to be executed, in duplicate, on the day and year first above written.

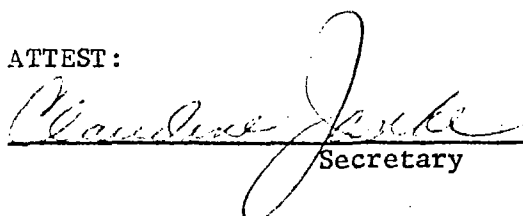
THE CHESAPEAKE AND OHIO RAILWAY COMPANY

(Signed) C. C. Tobby

By _____
Manager-Real Estate

JANKE INDUSTRIAL MARINE CORPORATION

ATTEST:


Secretary

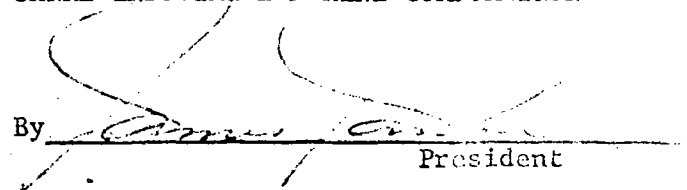
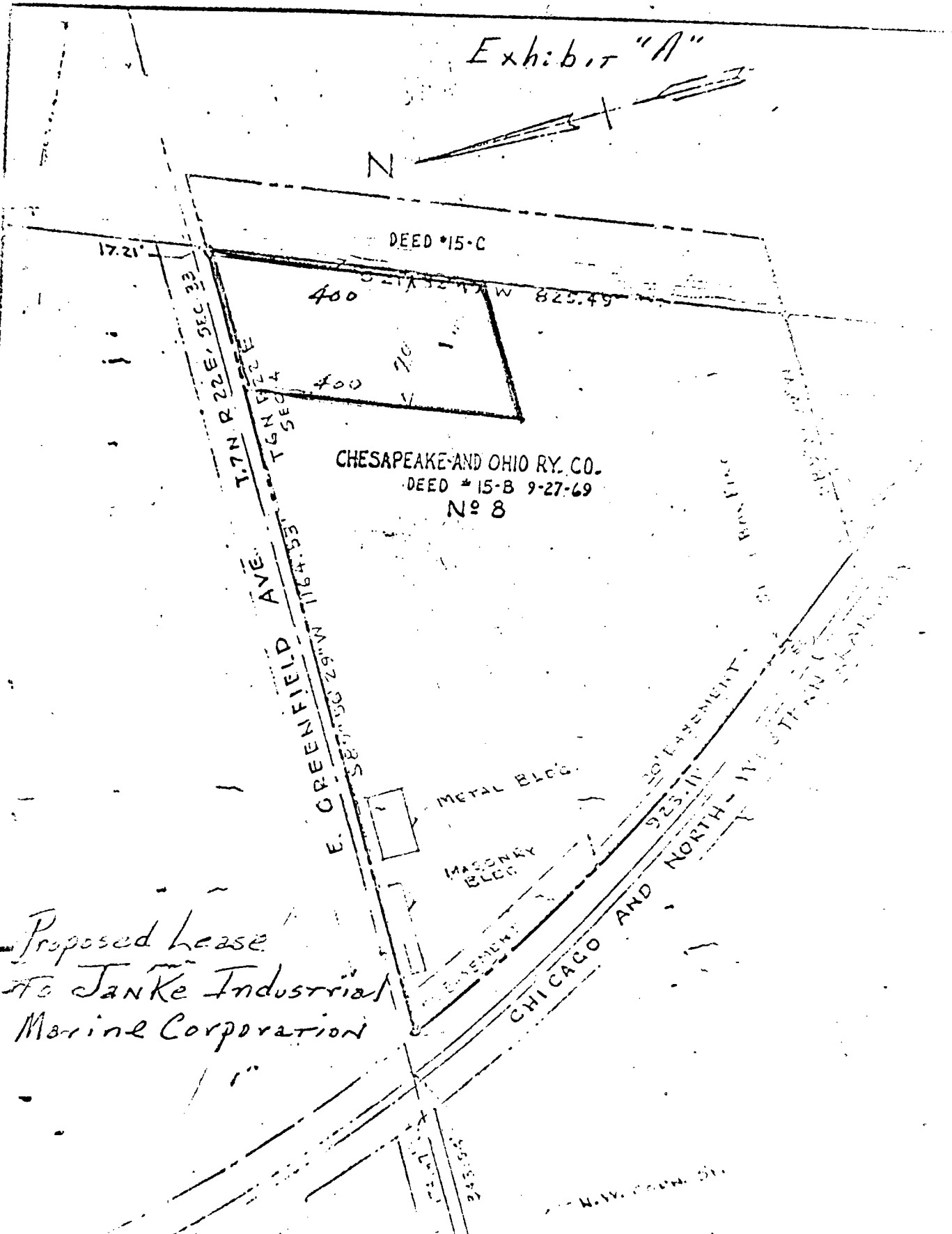

By _____
President

Exhibit "A"



Proposed Lease
to Janke Industrial
Marine Corporation

PML18057
CANCELLED 01/15/77

PARTIES This Lease, made this 15th day of May, 19 75,
between THE CHESAPEAKE AND OHIO RAILWAY COMPANY

whose address is Baltimore, Maryland 21201, Lessor,
and O'CONNELL DISTRIBUTING CO., INC.

whose address is 1551 S. Carferry Drive, Milwaukee, Wisconsin 53203, Lessee:

PREMISES *Witnesseth:* That in consideration of covenants herein specified and the hereinafter mentioned rental to be paid by Lessee, Lessor does hereby lease unto Lessee certain land
at Milwaukee, Wisconsin
revised 5/2/75,
hereinafter called "the premises," as shown on plan numbered 27258-B - last/ attached hereto
and hereby made a part hereof, described as follows:

DESCRIPTION Being a parcel of land containing approximately two acres as indicated in green on aforesaid plan.

It is agreed between the parties hereto:

USE 1. Lessee shall use and occupy the premises solely for the purpose of storing salt
and for no other purpose.

RENT 2. Lessee will pay to Lessor as rental for the premises the sum of -----
-----EIGHT HUNDRED THIRTY FIVE----- DOLLARS (\$ 835.00)

per month payable monthly in advance from the date hereof, and reimburse
levied, and

Lessor, as additional rental, for all taxes and assessments/ charges for water, sewer, electricity and heat levied against the premises within one month after presentation of bills therefor. The payment hereunder by Lessee of any sum or sums in advance shall not be held to create an irrevocable lease for period for which the same is paid. Upon termination of this lease as hereinafter provided, Lessee will accept a prorata refund of such rental and of any land taxes paid by it in advance in full settlement, satisfaction and discharge of the remainder of the term or period; provided, however, Lessee shall not be entitled to such refund when the amount involved is less than Fifty Dollars (\$50.00).

DISTRAIN FOR RENT DUE 3. Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all property of Lessee situated on the premises as security for the payment of rent herein reserved.

APPROVAL OF PLANS 4. Lessee, prior to erecting any structure on the premises, shall submit plans to, and secure approval in writing of, Lessor and Lessee shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent, within eighteen (18) feet of the centerline of nearest track over which Lessor operates, unless a lesser clearance is provided for on said attached plan or the written consent of Lessor shall hereafter be obtained, provided nothing in the foregoing shall be construed to permit any clearance less than the minimum required by any applicable law or regulation.

FIRE PREVENTION 5. Lessee shall cooperate with the Safety and Fire Prevention Department of Lessor and shall promptly comply with fire prevention measures requested by said Department. Lessee shall make no electrical installations or alterations in and to the improvements located on the premises except by an authorized electrician; no electric wiring or drop cords shall be hung from nails or other uninsulated metal supports; no incandescent lights shall be allowed to come in contact with any combustible material; and no connections shall be made to electric lighting circuits for power, heating or cooking purposes without the prior written approval of Lessor's Safety and Fire Prevention Department.

ORDINANCES Lessee, at Lessee's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any Governmental authority having jurisdiction. Lessee shall also comply with all applicable requirements of Lessor and with the rules and regulations of the National Fire Codes established by the National Fire Prevention Association, so far as the same may affect the premises or the use thereof.

MAINTENANCE AND REPAIRS 6. Lessee will not create or permit any nuisance in, on or about the premises, and Lessee shall maintain the premises in a neat and clean condition. Buildings and other structures of Lessee shall be erected and/or maintained on the premises by Lessee to the satisfaction of Lessor's Superintendent having jurisdiction.

In the event Lessee occupies under this lease building(s) owned by Lessor, Lessee accepts said building(s) as is, and Lessor shall be under no obligation with respect to the condition or maintenance of said building(s). When Lessee occupies the entire building(s), Lessee, at Lessee's cost and expense, shall keep said building(s) in good condition and repair, including, but not limited to, the roof(s). When Lessee occupies less than the entire building(s), Lessee, at Lessee's cost and expense, shall construct and maintain partitions separating the premises used by Lessee from the remainder of said building(s) and shall keep the interiors thereof in good condition and repair, including, but not limited to, windows and doors. All work performed by Lessee pursuant to this paragraph shall be satisfactory to and subject to the approval of Lessor's Superintendent having jurisdiction. Lessee will not make, or permit to be made, any improvements, alterations or additions to the premises without the written consent of Lessor.

Approval by Lessor of any electrical or other repairs, or of any replacements, improvements or installations, whether electrical or otherwise, made by Lessee, or failure of Lessor to object to any work done or material used, or the method of repair, construction, installation or maintenance, shall not be construed as an admission of responsibility by Lessor or as a waiver of any of Lessee's obligations under this lease.

SERVICES 7. Lessor will not be responsible for burst or leaking pipes and will be under no obligation to furnish the premises with water, gas, sewage disposal facilities, electricity, heat or janitorial and other services and supplies that may be necessary or desirable in connection with Lessee's use and occupancy of the premises.

DAMAGE BY FIRE 8. In the event the premises shall be destroyed by fire or by the elements, or shall be damaged thereby to such an extent as to be wholly untenable, in the sole opinion of Lessor, Lessor shall have the option of repairing or reconstructing the premises or of terminating this lease. Lessor shall give prompt notice to Lessee of its election in this regard and, if the Lessor elects to repair or reconstruct, the rental shall be abated proportionately until such repair or reconstruction is completed.

PIPE AND WIRE LINES 9. Lessor shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wire lines now or hereafter installed upon or across the premises, and to use, repair and remove the same.

UTILITIES TO SERVE PREMISES 10. Except as provided in Section 11 hereafter, Lessee shall not use, for utility lines or otherwise, any property of Lessor other than the premises herein leased without first obtaining Lessor's prior written consent and complying with all requirements of Lessor applicable thereto.

INGRESS AND EGRESS 11. Lessee shall have the right to use, in common with Lessor and others authorized by Lessor, existing driveway or other property designated by Lessor as means of ingress to and egress from the premises. Lessor shall be under no obligation with respect to the condition or maintenance of said driveway or other property and Lessee's use of same shall be subject to all of the covenants, terms and conditions of this lease.

CLAIM OF TITLE 12. Lessee shall not at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this lease for any length of time give rise to any right, title or interest in or to the premises.

Lessee understands and agrees that Lessor shall in no manner be obligated to reimburse Lessee for all or any part of any expenditures made by Lessee during its occupancy of the premises, under this or prior agreements, for any repairs, replacements, renovations, remodeling or any other work on or about the premises.

TERMINATION 13. This lease may be terminated by either party at any time upon not less than one (1) month's notice in writing sent by registered or certified mail to the other party, provided, however, in the event of a breach of any of the covenants, terms and conditions hereof by Lessee, Lessor shall have the right to terminate this lease immediately. All notices and communications concerning this lease shall be addressed to Lessor or to Lessee at their respective addresses hereinabove set forth, or at such other address as either party may designate in writing to the other party.

In the event of termination of this lease, Lessee shall, within the period specified in said notice, remove all structures and other property on or about the premises except those owned by Lessor, restore the premises to a condition satisfactory to Lessor, remove, if requested by Lessor, all foundation walls and structures below the surface of the ground and fill in all excavations and vacate the premises, provided, however, that no structure or other property shall be removed from the premises until all money due Lessor under this lease shall have been paid.

If Lessee shall fail to remove said structures or other property on the premises or fail to pay all money due Lessor under this lease, or if this lease shall be terminated by the Lessor on account of the breach of any of the covenants, terms and conditions hereof, all right, title and interest of Lessee in and to said structures and other property on or about the premises shall, if Lessor so elects, be forfeited and title thereto shall vest absolutely in Lessor, without the necessity of any legal process by Lessor; and if Lessor shall notify Lessee to remove said structures or other property and the same are not so removed, Lessor may remove the same at the cost and expense of Lessee.

Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach or of any right created thereby.

LIABILITY 14. Lessee hereby assumes, and releases and waives any right to ask for or demand damages for or on account of, any loss of or damage to property of Lessee or any part thereof on or about the premises and upon any roadway leading to or from the premises and located upon adjoining lands of Lessor, including loss of or interference with any use or service thereof, whether caused by, arising out of or resulting in any manner from the fault, failure or negligence of Lessor or otherwise.

Lessee hereby assumes, and releases and agrees to protect, save harmless, defend and indemnify Lessor from and against (1) all loss of and damage to any property whatsoever, other than said property of Lessee, but including property of Lessor and of all other persons whomsoever and the loss of or interference with any use or service thereof; (2) all loss and damage on account of injury to or death of any person whomsoever, including, but not limited to employees and patrons of the parties hereto and all other persons whomsoever; and (3) all claims and liability for such loss and damage and cost and expenses thereof, caused by, arising out of or resulting in any manner from the condition, existence, use or occupancy of the premises when not solely caused by, arising out of or resulting in any manner from the fault, failure or negligence of Lessor.

LIABILITY FOR FIRE 15. Notwithstanding anything to the contrary in Section 14 hereof, the use of the premises involves risk of loss and damage by fire. Lessee hereby assumes all risk of loss and damage by fire to Lessee's property and agrees to protect, save harmless and indemnify Lessor from all claims of third parties arising by reason of any loss of or damage to property of others now situated or which may hereafter be placed upon the premises.

CONDEMNATION 16. Should the premises or any part thereof be condemned, appropriated and/or required for public use, then this lease, at the option of Lessor, shall terminate upon the date when the premises or any part thereof shall be taken. No part of any damages or award shall belong to Lessee, except to the extent of any specific award for improvements and/or facilities of Lessee. Improvements and/or facilities of Lessee not condemned, appropriated and/or required as aforementioned shall be removed in accordance with Section 13 hereof.

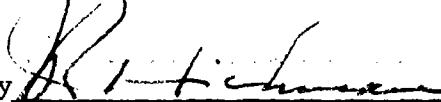
SUCCESSORS AND ASSIGNS 17. The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of Lessor and the heirs, personal representatives, successors and assigns of Lessee; provided, however, Lessee shall not assign, encumber or sublet this lease or any part of the premises or any rights and privileges herein granted without written consent of Lessor. This covenant shall also apply to any assignment for the benefit of creditors and to any unauthorized sale or transfer of this lease, or of any rights and privileges hereunder, whether made by Lessee or in any proceeding, whether at law or in equity, or otherwise, to which Lessee may be a party, whereby any of the rights, duties and obligations of Lessee shall or may be transferred, encumbered, abrogated or in any manner altered without the consent of Lessor first had and obtained in the manner hereinabove provided, it being expressly understood and agreed that, in the event of any such assignment for the benefit of creditors or unauthorized sale or transfer of this lease, or any of the other rights and privileges hereunder, or in the event a petition in bankruptcy shall be filed by Lessee, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a trustee in bankruptcy or a receiver of Lessee shall be appointed in any suit or proceeding brought by or against Lessee, then and in each and every such event Lessor may, at its option, terminate this lease immediately by giving Lessee or any such assignee for the benefit of creditors, trustee in bankruptcy or receiver written notice of such termination and Lessor may enter upon and take possession of the premises.

LESSOR 18. The term "Lessor" as used in Sections 14 and 15 hereof, shall include any other company or companies whose property at the aforesaid location may be leased or operated by Lessor. Said term also shall include any parent company or companies, subsidiaries, lessees or licensees of Lessor other than Lessee.


19. Lessee further covenants and agrees to store, stack or pile salt on the demised premises in such a manner so as not to extend or roll beyond the confines of the leased area and so that salt will not leach into said land nor wash into adjoining body of water.

In Witness Whereof, the parties hereto have caused this lease to be executed, in duplicate, as of the day and year first above written.

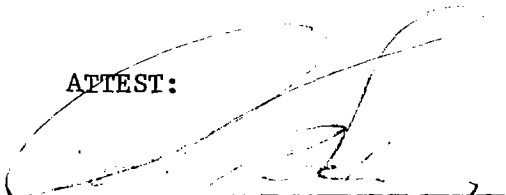
THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

By 
Assistant Vice President - General Manager
Real Estate and Industrial Development

O'CONNELL DISTRIBUTING CO., INC.,

By 
President

ATTEST:


Secretary

PM L17438

CANC 07/5/77

BAO-C30 FORM V4
REV. 10-71
MADE IN U.S.A.

SHEET 1 OF 4

PARTIES This Lease, made this 15th day of April, 19 74,

between THE CHESAPEAKE AND OHIO RAILWAY COMPANY

whose address is Baltimore, Maryland 21201, Lessor,

and O'CONNELL DISTRIBUTING CO., INC.

whose address is 1551 S. Carferry Drive, Milwaukee, Wisconsin 53207, Lessee:

PREMISES *Witnesseth:* That in consideration of covenants herein specified and the hereinafter mentioned rental

to be paid by Lessee, Lessor does hereby lease unto Lessee certain land

at Milwaukee, Wisconsin

hereinafter called "the premises," as shown on plan numbered 27258-B attached hereto
and hereby made a part hereof, described as follows:

DESCRIPTION Being a parcel of land containing approximately three acres as indicated
in green on aforesaid plan.

It is agreed between the parties hereto:

USE 1. Lessee shall use and occupy the premises solely for the purpose of storing salt
and for no other purpose.

RENT 2. Lessee will pay to Lessor as rental for the premises the sum of ONE THOUSAND TWO-
HUNDRED FIFTY----- DOLLARS (\$ 1,250.00)

per month payable monthly in advance from the date hereof, and reimburse
and

Lessor, as additional rental, for all taxes and assessments levied charges for water, sewer, elec-
tricity and heat levied against the premises within one month after presentation of bills therefor. The
payment hereunder by Lessee of any sum or sums in advance shall not be held to create an irrevocable
lease for period for which the same is paid. Upon termination of this lease as hereinafter provided,
Lessee will accept a prorata refund of such rental and of any land taxes paid by it in advance in full settle-
ment, satisfaction and discharge of the remainder of the term or period; provided, however, Lessee shall not
be entitled to such refund when the amount involved is less than Fifty Dollars (\$50.00).

DISTRAIN FOR RENT DUE 3. Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien
on the premises of Lessee situated on the premises leased hereunder for the payment of rent herein reserved.

Case 2:20-cv-01334-SCD Filed 01/27/23 Page 31 of 74 Document 50-3

WG-ANR-00000328

APPROVAL OF PLANS 4. Lessee, prior to erecting any structure on the premises, shall submit plans to, and secure approval in writing of, Lessor and Lessee shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent, within eighteen (18) feet of the centerline of nearest track over which Lessor operates, unless a lesser clearance is provided for on said attached plan or the written consent of Lessor shall hereafter be obtained, provided nothing in the foregoing shall be construed to permit any clearance less than the minimum required by any applicable law or regulation.

FIRE PREVENTION 5. Lessee shall cooperate with the Safety and Fire Prevention Department of Lessor and shall promptly comply with fire prevention measures requested by said Department. Lessee shall make no electrical installations or alterations in and to the improvements located on the premises except by an authorized electrician; no electric wiring or drop cords shall be hung from nails or other uninsulated metal supports; no incandescent lights shall be allowed to come in contact with any combustible material; and no connections shall be made to electric lighting circuits for power, heating or cooking purposes without the prior written approval of Lessor's Safety and Fire Prevention Department.

ORDINANCES Lessee, at Lessee's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any Governmental authority having jurisdiction. Lessee shall also comply with all applicable requirements of Lessor and with the rules and regulations of the National Fire Codes established by the National Fire Prevention Association, so far as the same may affect the premises or the use thereof.

MAINTENANCE AND REPAIRS 6. Lessee will not create or permit any nuisance in, on or about the premises, and Lessee shall maintain the premises in a neat and clean condition. Buildings and other structures of Lessee shall be erected and/or maintained on the premises by Lessee to the satisfaction of Lessor's Superintendent having jurisdiction.

In the event Lessee occupies under this lease building(s) owned by Lessor, Lessee accepts said building(s) as is, and Lessor shall be under no obligation with respect to the condition or maintenance of said building(s). When Lessee occupies the entire building(s), Lessee, at Lessee's cost and expense, shall keep said building(s) in good condition and repair, including, but not limited to, the roof(s). When Lessee occupies less than the entire building(s), Lessee, at Lessee's cost and expense, shall construct and maintain partitions separating the premises used by Lessee from the remainder of said building(s) and shall keep the interiors thereof in good condition and repair, including, but not limited to, windows and doors. All work performed by Lessee pursuant to this paragraph shall be satisfactory to and subject to the approval of Lessor's Superintendent having jurisdiction. Lessee will not make, or permit to be made, any improvements, alterations or additions to the premises without the written consent of Lessor.

Approval by Lessor of any electrical or other repairs, or of any replacements, improvements or installations, whether electrical or otherwise, made by Lessee, or failure of Lessor to object to any work done or material used, or the method of repair, construction, installation or maintenance, shall not be construed as an admission of responsibility by Lessor or as a waiver of any of Lessee's obligations under this lease.

SERVICES 7. Lessor will not be responsible for burst or leaking pipes and will be under no obligation to furnish the premises with water, gas, sewage disposal facilities, electricity, heat or janitorial and other services and supplies that may be necessary or desirable in connection with Lessee's use and occupancy of the premises.

DAMAGE BY FIRE 8. In the event the premises shall be destroyed by fire or by the elements, or shall be damaged thereby to such an extent as to be wholly untenable, in the sole opinion of Lessor, Lessor shall have the option of repairing or reconstructing the premises or of terminating this lease. Lessor shall give prompt notice to Lessee of its election in this regard and, if the Lessor elects to repair or reconstruct, the rental shall be abated proportionately until such repair or reconstruction is completed.

PIPE AND WIRE LINES 9. Lessor shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wire lines now or hereafter installed upon or across the premises, and to use, repair and remove the same.

UTILITIES TO SERVE PREMISES 10. Except as provided in Section 11 hereafter, Lessee shall not use, for utility lines or otherwise, any property of Lessor other than the premises herein leased without first obtaining Lessor's prior written consent and complying with all requirements of Lessor applicable thereto.

✓ **INGRESS AND EGRESS** 11. Lessee shall have the right to use, in common with Lessor and others authorized by Lessor, existing driveway or other property designated by Lessor as means of ingress to and egress from the premises. Lessor shall be under no obligation with respect to the condition or maintenance of said driveway or other property and Lessee's use of same shall be subject to all of the covenants, terms and conditions of this lease.

CLAIM OF TITLE 12. Lessee shall not at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this lease for any length of time give rise to any right, title or interest in or to the premises. Lessee understands and agrees that Lessor shall in no manner be obligated to reimburse Lessee for all or any part of any expenditures made by Lessee during its occupancy of the premises, under this or prior agreements, for any repairs, replacements, renovations, remodeling or any other work on or about the premises.

✓ **TERMINATION** 13. This lease may be terminated by either party at any time upon not less than one (1) month's notice in writing sent by registered or certified mail to the other party, provided, however, in the event of a breach of any of the covenants, terms and conditions hereof by Lessee, Lessor shall have the right to terminate this lease immediately. All notices and communications concerning this lease shall be addressed to Lessor or to Lessee at their respective addresses hereinabove set forth, or at such other address as either party may designate in writing to the other party.

In the event of termination of this lease, Lessee shall, within the period specified in said notice, remove all structures and other property on or about the premises except those owned by Lessor, restore the premises to a condition satisfactory to Lessor, remove, if requested by Lessor, all foundation walls and structures below the surface of the ground and fill in all excavations and vacate the premises, provided, however, that no structure or other property shall be removed from the premises until all money due Lessor under this lease shall have been paid.

If Lessee shall fail to remove said structures or other property on the premises or fail to pay all money due Lessor under this lease, or if this lease shall be terminated by the Lessor on account of the breach of any of the covenants, terms and conditions hereof, all right, title and interest of Lessee in and to said structures and other property on or about the premises shall, if Lessor so elects, be forfeited and title thereto shall vest absolutely in Lessor, without the necessity of any legal process by Lessor; and if Lessor shall notify Lessee to remove said structures or other property and the same are not so removed, Lessor may remove the same at the cost and expense of Lessee.

Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach or of any right created thereby.

LIABILITY 14. Lessee hereby assumes, and releases and waives any right to ask for or demand damages for or on account of, any loss of or damage to property of Lessee or any part thereof on or about the premises and upon any roadway leading to or from the premises and located upon adjoining lands of Lessor, including loss of or interference with any use or service thereof, whether caused by, arising out of or resulting in any manner from the fault, failure or negligence of Lessor or otherwise.

Lessee hereby assumes, and releases and agrees to protect, save harmless, defend and indemnify Lessor from and against (1) all loss of and damage to any property whatsoever, other than said property of Lessee, but including property of Lessor and of all other persons whomsoever and the loss of or interference with any use or service thereof; (2) all loss and damage on account of injury to or death of any person whomsoever, including, but not limited to employees and patrons of the parties hereto and all other persons whomsoever; and (3) all claims and liability for such loss and damage and cost and expenses thereof, caused by, arising out of or resulting in any manner from the condition, existence, use or occupancy of the premises when not solely caused by, arising out of or resulting in any manner from the fault, failure or negligence of Lessor.

LIABILITY FOR FIRE 15. Notwithstanding anything to the contrary in Section 14 hereof, the use of the premises involves risk of loss and damage by fire. Lessee hereby assumes all risk of loss and damage by fire to Lessee's property and agrees to protect, save harmless and indemnify Lessor from all claims of third parties arising by reason of any loss of or damage to property of others now situated or which may hereafter be placed upon the premises.

CONDEMNATION 16. Should the premises or any part thereof be condemned, appropriated and/or required for public use, then this lease, at the option of Lessor, shall terminate upon the date when the premises or any part thereof shall be taken. No part of any damages or award shall belong to Lessee, except to the extent of any specific award for improvements and/or facilities of Lessee. Improvements and/or facilities of Lessee not condemned, appropriated and/or required as aforementioned shall be removed in accordance with Section 13 hereof.

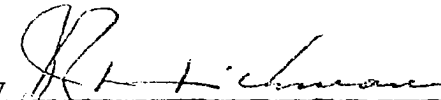
SUCCESSORS 17. The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the
AND successors and assigns of Lessor and the heirs, personal representatives, successors and assigns of Lessee;
ASSIGNS provided, however, Lessee shall not assign, encumber or sublet this lease or any part of the premises or
any rights and privileges herein granted without written consent of Lessor. This covenant shall also apply
to any assignment for the benefit of creditors and to any unauthorized sale or transfer of this lease, or of
any rights and privileges hereunder, whether made by Lessee or in any proceeding, whether at law or in
equity, or otherwise, to which Lessee may be a party, whereby any of the rights, duties and obligations of
Lessee shall or may be transferred, encumbered, abrogated or in any manner altered without the consent of
Lessor first had and obtained in the manner hereinabove provided, it being expressly understood and agreed
that, in the event of any such assignment for the benefit of creditors or unauthorized sale or transfer of this
lease, or any of the other rights and privileges hereunder, or in the event a petition in bankruptcy shall be
filed by Lessee, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a trustee in bank-
ruptcy or a receiver of Lessee shall be appointed in any suit or proceeding brought by or against Lessee,
then and in each and every such event Lessor may, at its option, terminate this lease immediately by giving
Lessee or any such assignee for the benefit of creditors, trustee in bankruptcy or receiver written notice
of such termination and Lessor may enter upon and take possession of the premises.

LESSOR 18. The term "Lessor" as used in Sections 14 and 15 hereof, shall include any other company or com-
panies whose property at the aforesaid location may be leased or operated by Lessor. Said term also shall
include any parent company or companies, subsidiaries, lessees or licensees of Lessor other than Lessee.

19. Lessor further covenants and agrees to store, stack or pile salt on
the demised premises in such a manner so as not to extend or roll beyond the
confines of the leased area and so that salt will not leach into said land
nor wash into adjoining body of water.


In Witness Whereof, the parties hereto have caused this lease to be executed, in duplicate, as of
the day and year first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,

By 
General Manager - Real Estate

O'CONNELL DISTRIBUTING CO., INC.,

By 
President

ATTEST: 
Secretary

WARRANTY DEED

THIS INDENTURE, made this 27 day of September, 1968,

between PICKANDS MATHER & CO., a Corporation duly organized and existing under and by virtue of the laws of the State of Delaware, located at Cleveland, Ohio, party of the first part, and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, whose post office address is General Motors Building, 3044 West Grand Boulevard, Detroit, Michigan 48202, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Milwaukee and State of Wisconsin, to-wit:

That part of Lot 1 in the Partition of that part of the NW $\frac{1}{4}$ of Section 4, T 6 N, R 22 E, in City of Milwaukee, Milwaukee County, Wisconsin, which lies West of the $\frac{1}{4}$ Section line, bounded and described as follows: Commencing at a point in the North line of said $\frac{1}{4}$ Section 405.45 ft. North 89°56'29" East of the Northwest corner of said $\frac{1}{4}$ Section, thence South 00°46'58" West and parallel to the West line of said $\frac{1}{4}$ Section 16.00 ft. to the point of beginning of the land to be described, said point being in the intersection of the East line of the Chicago and North Western Railway Company right-of-way and the South line of East Greenfield Avenue; running thence North 89°56'29" East and parallel to the North line of said $\frac{1}{4}$ Section 1164.53 ft. to a point in the Westerly dock line of the Kinnickinnic River; thence South 21°32'49" West along the Westerly dock line of the Kinnickinnic River 825.49 ft. to a point; thence South 89°25'22" West 359.42 ft. to a point in the Northeasterly line of the Chicago and North Western Railway Company right-of-way, said point being 770.75 ft. South of the South line of East Greenfield Avenue; thence Northwesterly along the arc of a curve on the Easterly line of said right-of-way 923.11 ft. to the point of beginning; containing an area of 13.83 acres, more or less.

Grantor hereby reserves unto itself, its successors and assigns, an easement for Grantor's sewer line as it presently exists over and across the above described premises, with the right of ingress and egress for repairs and replacements. The location of the center line of said sewer line is more particularly described as follows:

Commencing at the Southwest corner of the Southwest $\frac{1}{4}$ of Section 33, T 7 N, R 22 E, thence N 89°56'29" E along the North line of the N.W. $\frac{1}{4}$ of Section 4 T 6 N, R 22 E 1460.58 feet to the established dock line of the Kinnickinnic River,

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REGISTERED OFFICE
MILWAUKEE COUNTY, WIS.
RECORDED AT

on OCT 1 - 2 1968 in

Book 443 Image 1104

Register of Deeds

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thence S 21°32'49" W. along said dock line 311.45 feet to a point, thence S 89°28'09" W 7.26 feet to the East end of said 36" concrete pipe storm sewer, thence continuing S 89°28'09" W along said centerline of 36" concrete pipe 315.03 feet to a point; thence N 89°59'58" W along the centerline of said 36" concrete pipe 481.01 feet to a point; thence S 29°03'10" W along the centerline of a concrete box sewer 35.29 feet to a point; thence S 14°35'05" W along the centerline of a concrete box sewer 25.20 feet to the centerline of a manhole (the centerline of said manhole being located as follows, commencing at the S.W. corner of the S.W. $\frac{1}{4}$ Section 33, T 7 N, R 22 E, thence N 89°56'29" E along the North line of the N.W. $\frac{1}{4}$ of Section 4, T 6 N, R 22 E, 519.07 feet; thence S. 0°03'31" E 346.95 feet to the centerline of said manhole); thence N 89°17'01" W 53.15 feet to a point on the Easterly line of the Chicago and North Western Railway Company Right-of-way.

Said easement may be terminated by Grantee, its successors and assigns, at any time, and within one hundred twenty (120) days after receipt of notice of termination, Grantor, its successors and assigns shall abandon the use of such sewer line and easement.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said party of the second party, and to its successors and assigns FOREVER.

AND THE SAID Pickands Mather & Co., party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, excepting:

- (i) taxes and assessments, general or special, levied or to be levied from and after January 1, 1968;
- (ii) municipal and zoning ordinances and other laws, rules and regulations promulgated by duly constituted authority regulating or restricting the use or enjoyment of said premises and appurtenances thereto;
- (iii) right of the public and any public authority in and to that portion of said premises lying within the limits of public highways and navigable streams abutting on or adjacent to said premises;
- (iv) rights and easements, if any, in and to any and all railroad switches, sidetracks, spur tracks and rights-of-way located upon or appurtenant to said premises; and

(v) rights, easements and grants to third parties to use or enjoy portions of said premises as rights-of-way or for the location or maintenance of facilities or of appurtenances to other premises, or for other purposes therein granted, existing as of the date hereof, and arising pursuant to instruments of record, or referred to of record, or under instruments assigned by the Grantor to the Grantee named herein;

and that, except as aforesaid, the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said Pickands Mather & Co., party of the first part, has caused these presents to be signed by D. M. Chisholm a Vice President, and countersigned by G. L. Johnson, an Assistant Secretary, at Cleveland, Ohio, and its corporate seal to be hereunto affixed the 27 day of September, 1968.

SIGNED, AND SEALED IN PRESENCE OF:

PICKANDS MATHER & CO.

Linda J. McChesney
Linda J. McChesney

D. M. Chisholm
D. M. Chisholm, Vice President

Judith Kempf
Judith Kempf

COUNTERSIGNED:
G. L. Johnson
G. L. Johnson, Assistant Secretary

STATE OF OHIO)
: SS.
CUYAHOGA COUNTY)

Personally came before me, this 27th day of September, 1968 D. M. Chisholm, a Vice President, and G. L. Johnson an Assistant Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to be known to be such Vice President and Assistant Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

ELTON R. KNIGHT, JR.
ELTON R. KNIGHT, JR., Attorney-at-Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires September 1, 1970
Notary Public

This instrument was drafted by:

Robert J. Norwick
Attorney-at-Law

Business Address:

2000 Union Commerce Building
Cleveland, Ohio 44115

Milwaukee, Wisc.

ND

Richards Mather
& Co.

to

C & C

Ref. 5, VS 416

Return

Mr. Thomas Mather

213 E. Wisconsin Ave.

Milwaukee, Wis.

March 10, 1930

15

C + O

to

Richards Mather

)

WARRANTY DEED

THIS INDENTURE, made this 24th day of September, 1968, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, whose post office address is General Motors Building, 3044 West Grand Boulevard, Detroit, Michigan 48202, party of the first part, and PICKANDS MATHER & CO., a Delaware corporation, located at Cleveland, Ohio, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed, and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey, and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Milwaukee and State of Wisconsin, to-wit:

That part of the Northwest One-quarter (1/4) and the Southwest One-quarter (1/4) of Section Four (4), in Township Six (6) North, Range Twenty-two (22) East, in the City of Milwaukee, which is bounded and described as follows: Commencing at a point in the South line of the Northwest 1/4 of said Section 40.00 feet South 89° 47' 45" East of the Southwest corner of the Northwest 1/4 of said Section; running thence North 00° 46' 58" East on a line which is 40.00 feet East of and parallel to the West line of the Northwest 1/4 of said Section 333.35 feet to the Southwest corner of Lot 14 in partition of that part of the Northwest 1/4 of Section 4, in Township 6 North, Range 22 East, which lies West of the 1/4 Section line; thence South 89° 47' 45" East along the South line of Lot 14 aforesaid 50.00 feet to a point; thence North 00° 46' 58" East along the East line of Lot 14 aforesaid 151.42 feet to the Northeast corner of said Lot 14; thence South 89° 47' 45" East along the South line of Lot 7 in said Subdivision 26.00 feet to a point; thence North 00° 46' 58" East along a line which is 116.00 feet East of and parallel to the West line of the Northwest 1/4 of said Section 455.75 feet to a point which lies 200.00 feet North 00° 46' 58" East of the South line of Lot 5 in said Subdivision; thence South 56° 39' 10" East 365.79 feet to a point in the South line of said Lot 5 which is 424.30 feet East of the Southwest corner of said Lot 5; thence South 74° 49' 58" East 464.11 feet to a point in the dock line of the Kinnickinnic River; thence South 20° 59' 55" West along the dock line of the Kinnickinnic River 3.93 feet to a point; thence South 16° 11' 31" West along the dock line of the Kinnickinnic River 296.93 feet to a point; thence South 20° 45' 27" West along the dock line of the Kinnickinnic River 354.07 feet to a point in the South line of the Northwest 1/4 of said Section, said point being 672.66 feet South 89° 47' 45" East of the Southwest corner of the Northwest 1/4 of said Section; thence South 17° 29' 34" West along the dock line of the Kinnickinnic River 343.01 feet to a point; thence South 60° 49' 25" West along the dock line of the Kinnickinnic River 42.79 feet to a point in the North line of the South 50.00 feet of Lot 1 in the Subdivision of the West 1/2 of the Southwest 1/4 of Section 4, in Township 6 North, Range 22 East, Milwaukee County, Wisconsin; thence South 89° 47' 45" East along the North line of the South 50.00 feet of Lot 1 aforesaid 30.75 feet to a point in the old established dock line of the Kinnickinnic River; thence South 17° 29' 34" West along the old established dock line of the Kinnickinnic River 6.00 feet to a point; thence South 55° 44' 25" West along the old established dock line of the Kinnickinnic River 427.24 feet to a point; thence North 21° 28' 30" West along a line which is 44.00 feet Northeasterly of and parallel to the Northeasterly line of South Kinnickinnic Avenue 57.58 feet to a point in the dock line of the Kinnickinnic River; thence South 60° 49' 25" West along the dock line of the Kinnickinnic River 44.40 feet to a point in

the Northeasterly line of South Kinnickinnic Avenue; thence North 21° 28' 30" West along the Northeasterly line of South Kinnickinnic Avenue 232.30 feet to a point in the North Line of the South 50.00 feet of Lot 1 in the Subdivision of the West 1/2 of the Southwest 1/4 of Section 4; thence South 89° 47' 45" East along the North line of the South 50.00 feet of Lot 1 aforesaid 47.35 feet to a point; thence North 21° 28' 30" West along a line which is 44.00 feet Northeasterly of and parallel to the Northeasterly line of South Kinnickinnic Avenue 199.62 feet to a point which is 40.00 feet East of the West line of the Southwest 1/4 of said Section; thence North 00° 53' 55" East along a line which is 40.00 feet East of and parallel to the West line of the Southwest 1/4 of said Section 163.01 feet to the point of commencement; containing an area of 18.3076 acres, more or less.

Being Lots Thirteen (13) and Seventeen (17) and part of Lots Five (5), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12) in Partition of that part of the Northwest One-quarter (1/4) of Section Four (4), in Township Six (6) North, Range Twenty-two (22) East, which lies West of the One-quarter Section line; and part of Lots One (1) and Two (2) in Subdivision into Lots of the West One-half (1/2) of the Southwest One-quarter (1/4) of Section Four (4), in Township Six (6) North, Range Twenty-two (22) East, in the City of Milwaukee.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

AND THE SAID The Chesapeake and Ohio Railway Company, party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, excepting:

- (i) taxes and assessments, general or special, levied or to be levied from and after January 1, 1968;
- (ii) municipal and zoning ordinances and other laws, rules and regulations promulgated by duly constituted authority regulating or restricting the use or enjoyment of said premises and appurtenances thereto;
- (iii) right of the public and any public authority in and to that portion of said premises lying within the limits of public highways and navigable streams abutting on or adjacent to said premises;
- (iv) rights and easements, if any, in and to any and all railroad switches, sidetracks, spur tracks and rights of way located upon or appurtenant to said premises; and
- (v) rights, easements and grants to third parties to use or enjoy portions of said premises as rights of way or for the location or maintenance of facilities or of appurtenances to other premises, or for other purposes therein granted, existing as of the date hereof, and arising pursuant to instruments of record, or referred to of record, or under instruments assigned by the Grantor to the Grantee named herein;

IN WITNESS WHEREOF, the said The Chesapeake and Ohio Railway Company, party of the first part, has caused these presents to be signed by M. C. Mulligan, an Assistant Vice President, and countersigned by C. P. Muendlein, an Assistant Secretary, at Baltimore, Maryland, and its corporate seal to be hereunto affixed the 24th day of September, 1968.

Albert W. Clements, Jr.

COUNTERSIGNED:

E. C. Martin

STATE OF MARYLAND)
) ss.
City of Baltimore)

George J. Voith
Notary Public, City of Baltimore, Maryland

APPROVED
AS TO FORM

3

LEASE

Lease No. 11778
File No. M-699

THIS AGREEMENT, made this 29th day of February, 1944, between PERE MARQUETTE RAILWAY COMPANY, a Michigan corporation, party of the first part, hereinafter called the "Lessor", and C. J. MEYER, of 1952 South Kinnickinnic Avenue, Milwaukee, Wisconsin, doing business as "Forelle Fish Company", party of the second part, hereinafter called the "Lessee",

WITNESSETH:-

1. In consideration of the rents and covenants herein specified, the lessor hereby lets and leases to the lessee, and the lessee hereby hires the following described premises of the lessor, situate and being in the City of Milwaukee, County of Milwaukee and State of Wisconsin, to-wit:-

The lessor's two-story frame building numbered 1952 South Kinnickinnic Avenue; together with the use in common with the lessor and its other lessees, licensees and patrons, of the lessor's private driveway over its property from Kinnickinnic Avenue to the rear of said building.

for the term beginning on the date hereof and ending on the 30th day of June, 1944, and thereafter from month to month until terminated by either party upon thirty (30) days' written notice to the other of election so to do, and upon the expiration of such thirty (30) days this agreement shall thereupon cease and terminate.

2. The lessee hereby covenants and promises to pay to the lessor, as rental for said premises, the sum of Thirty Five Dollars (\$35.00) per month, in advance, commencing on the 1st day of March, 1944, and continuing thereafter for each month in each year so long as this agreement shall remain in force.

3. The lessee will at his sole expense during the occupancy of said premises, keep the same and every part thereof in good repair, and at the termination of this agreement, yield and deliver up the same in as good condition as when taken, reasonable wear thereof and damage by the elements excepted; also furnish his own heat, electric current, gas, water, and janitor service. At any time before the termination of this agreement, the lessee shall have the right to remove from said premises all personal property, whether attached thereto or thereon, belonging to the lessee, except such personal property the taking of which would prevent the return of the premises to the lessor in as good condition as when taken. If the lessee shall not remove such personal property before the termination of this agreement as aforesaid, the same shall become the property of and belong to the lessor, without the right of the lessee to have compensation therefor in any form. It is understood and agreed that until all personal property of the lessee shall be removed from the lessor's premises, the provisions of Paragraph Four (4) hereof shall apply.

4. The use of the premises herein demised involves risk of loss and damage by fire. The lessee hereby assumes all risk of loss and damage by fire to his property and agrees to protect, save harmless and indemnify the lessor, from all claims of third parties arising by reason of any loss and damage to property of others now situated or which may hereafter be placed upon the herein demised premises.

5. The lessee agrees to pay all taxes which may be levied or assessed upon any of its personal property now situated or which may hereafter be placed

in or on the demised premises, during the time this agreement remains in force; and in case such personal property shall be assessed with property owned by the lessor, the lessee agrees to pay to the lessor, on demand, his equitable proportion of the taxes so assessed, and the lessee hereby authorizes the lessor to determine the proper proportion and amount of such taxes to be paid by the lessee.

6. The use of the premises hereby leased shall be limited to the production, purchase and sale of fish and fish products, also fisherman's supplies, and the lessee agrees that the demised premises or any part thereof shall not be used for any other purpose.

7. It is agreed that the lessee shall not transfer, assign or encumber this lease or any of the rights or privileges herein given, without the written consent of the lessor, and that the lessee shall not let or sublet or permit any portion of said premises, or any building or structure thereon, or any part of the same, to be used by any other party or parties, without the written consent of the lessor.

8. In case of non-payment of rent herein provided to be paid, or any part thereof, at the time and in the manner provided for the payment thereof, or in case of non-performance or breach of any of the covenants herein made by the lessee, the lessor may re-enter into and repossess the said premises and the said lessee and each and every other occupant, remove and put out, and from and after such re-entry is made this agreement shall cease and be absolutely void in respect to the covenants to be performed by the lessor.

This agreement and all of the terms and conditions hereof, shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, as of the day and year first above written.

PERE MARQUETTE RAILWAY COMPANY

By R. J. Bowman
R. J. Bowman, Its President

Witnesses to the signature
of the "Lessee":

Marie Brownie

J. K. Bowers

E. J. Meyer (L.S.)
E. J. Meyer

ORIGINAL 14

CITY OF MILWAUKEE,
A Municipal Corporation of the
State of Wisconsin

To

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY, A Virginia Corporation

327

328 QUIT CLAIM
329 DEED

REGISTER'S OFFICE (SS.
Milwaukee County, Wis.)
RECEIVED
for record AUG - 9 1948 at 905
A.M., and recorded in vol. 2525 deeds
Page 217
Robert L. McFarland
REGISTER DEED

Chesapeake & Ohio Ry. Co.
General Motors Bldg

37
312
ORIGINAL

THIS INDENTURE, Made this 1st day of July, A.D., 1948, between City of Milwaukee, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, party of the first part, and The Chesapeake and Ohio Railway Company, a Virginia corporation, with a principal office in the General Motors Building, Detroit 2, Michigan, party of the second part.

W I T N E S S E T H, That the said party of the first part, for and in consideration of the sum of ONE and NO ONE-HUNDREDTHS DOLLARS (\$1.00) to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released and quitclaimed, and by these presents does give, grant, bargain, sell, remise, release and quitclaim unto the said party of the second part, and to its successors and assigns forever, the following described real estate, situated in the City of Milwaukee and County of Milwaukee, State of Wisconsin, to-wit:

Parcel No. 1

"That part of the south fifty-six one-hundredths (0.56) acre of Lot One (1) in the Subdivision of the West half of the Southwest quarter of Section 4 in the Southwest quarter of Section 4, T. 6 N., R. 22 E., more particularly described as follows, to-wit:

"Commencing at a point in the north line of the south fifty-six one-hundredths (0.56) acre of Lot One (1) in the Subdivision of the West half of the Southwest quarter of Section 4 in the Southwest quarter of Section 4, T. 6 N., R. 22 E. said point lying four hundred thirty-eight and fifty one-hundredths (438.50) feet east of a stone monument placed at the northeasterly line of South Kinnickinnic Avenue one hundred seventy-eight and eighty-two one-hundredths (178.82) feet south of a point where said northeasterly line intersects the west line of said one-quarter (1/4) section, said point of commencement also being a point in the new established dock line of the Kinnickinnic River; running thence East along the north line of said south fifty-six one-hundredths (0.56) acre, fifty-nine and eighty-eight one-hundredths (59.88) feet to a point in the old established dock line of said Kinnickinnic River; thence southwesterly along said old established dock line six and no one-hundredths (6.00) feet to a point; thence

south fifty-five degrees (55°) west along said old established dock line seventy-seven and seventeen-hundredths (77.17) feet to a point in the south line of said Lot One (1); thence West along the south line of Lot One (1) aforesaid fifty-two and twenty-four one-hundredths (52.24) feet to a point in the new established dock line of said Kinnickinnic River; thence north Sixty-one degrees five minutes (61°5') east twenty-two and fifty-five one-hundredths (22.55) feet to a point; thence north forty-four degrees fifty-four minutes thirty-seven seconds (44°54'37") east fifty-four and forty one-hundredths (54.40) feet to said point of commencement."

Parcel No. 2

✓ "That part of Lot Two (2) in the Subdivision of the West half of the Southwest quarter of Section 4 in the Southwest quarter of Section 4, T. 6 N., R. 22 E., more particularly described as follows, to-wit:-- Commencing at a point in the new established dock line of the Kinnickinnic River where the north line of Lot Two (2) in the Subdivision of the West half of the Southwest quarter of Section 4 in the Southwest quarter of Section 4, T. 6 N., R. 22 E. intersects said new established dock line, said point also being three hundred sixty and four one-hundredths (360.04) feet east of the north-easterly line of South Kinnickinnic Avenue; running thence east along the north line of Lot Two (2) aforesaid fifty-two and twenty-four one-hundredths (52.24) feet to a point in the old established dock line of the Kinnickinnic River; thence south fifty-five degrees (55°) west along said old established dock line three hundred seventy-five and no one-hundredths (375.00) feet to a point; thence westerly along said old established dock line seventeen and thirty-nine one-hundredths (17.39) feet to a point in said northeasterly line of South Kinnickinnic Avenue; thence northwesterly along said northeasterly line of South Kinnickinnic Avenue fifty-seven and thirty-nine one-hundredths (57.39) feet to a point in the new established dock line of the Kinnickinnic River; thence north sixty-one degrees five minutes (61°5') East three hundred thirty-seven and forty-five one-hundredths (337.45) feet to the point of commencement."

Excepting from the above described property all that part lying southwesterly of a line drawn parallel to and forty-four and no one-hundredths (44.00) feet northeasterly of and measured at right angles from the northeasterly line of South Kinnickinnic Avenue which is excepted for widening South Kinnickinnic Avenue.

Reserving, however, insofar as Parcel No. 2 above described is concerned, the right, privilege and authority to construct, reconstruct, maintain and use a viaduct including the construction, reconstruction and maintenance of the foundation, piers, supports or any other structures necessary for said viaduct over and across any portion of the aforesaid described Parcel No. 2. In the event the City of Milwaukee, grantor, through the Common Council does not approve the construction of said viaduct within the period of two years from the date of the conveyance of the aforesaid property by the City of Milwaukee, a Municipal Corporation, to the Chesapeake and Ohio Railway Company, grantee, then the aforesaid reservation shall be null and void.

The Chesapeake and Ohio Railway Company by accepting conveyance of parcels numbers 1 and 2, as above described, for the sum of One and No One-Hundredths (\$1.00), with the reservation on parcel number 2, as above described, does not waive its right to protest or object in any manner whatsoever to the development of the viaduct above mentioned, or to the construction of the so-called Inner Drive Project, nor does The Chesapeake and Ohio Railway Company in any manner whatsoever consent to the construction, reconstruction or maintenance of the foundations, piers, supports or any other structures necessary for said viaduct on, over and across other property owned by it in the City of Milwaukee.

Subject to all taxes, general or special, levied or assessed against said property from and after January 1, 1947, and subject to all zoning ordinances, easements and restrictions of record.

pursuant to the resolution adopted by the Common Council of the City of Milwaukee on July 7, 1947/ and as amended on May 24, 1948. (File Number 47-529).

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said City of Milwaukee, party of the first part, has caused these presents to be signed by Frank P. Zeidler, its Mayor, and by Emil F. Allee, its Deputy City ~~xxix~~ Clerk, and countersigned by Virgil H. Hurless, its Deputy City ~~xxix~~ Comptroller, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed, this 1st day of July, A.D., 1948.

Signed and sealed in presence of

John Hanley

CITY OF MILWAUKEE

By Frank P. Zeidler, Mayor

Emil F. Allee, Clerk

Countersigned:

Virgil H. Hurless, Deputy Comptroller
City

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

Personally came before me this 1st day of July, A.D.,
1948, Frank P. Zeidler, Mayor, and Emil F. Allee, Deputy City
Clerk, and Virgil W. Hurless, Deputy ^{City} Comptroller, of the above named
corporation, to me known to be the persons who executed the foregoing
instrument and to me known to be such mayor, ^{deputy city} clerk, and ^{deputy city} comptroller
of said municipal corporation, and acknowledged that they executed
the foregoing instrument as such officers as the deed of said
municipal corporation, by its authority.

Mildred Rehorst
Mildred Rehorst
Notary Public, Milwaukee County, Wis.

My commission expires: August 1-1948

part, its successors, heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In witness whereof, the said parties of the first part have hereunto set their hands and seals this tenth day of February, A. D. 1944.

SIGNED AND SEALED IN PRESENCE OF

May A. Leffler
Notary Public at
Clara F. Ketter
State of Wisconsin,
Milwaukee County.

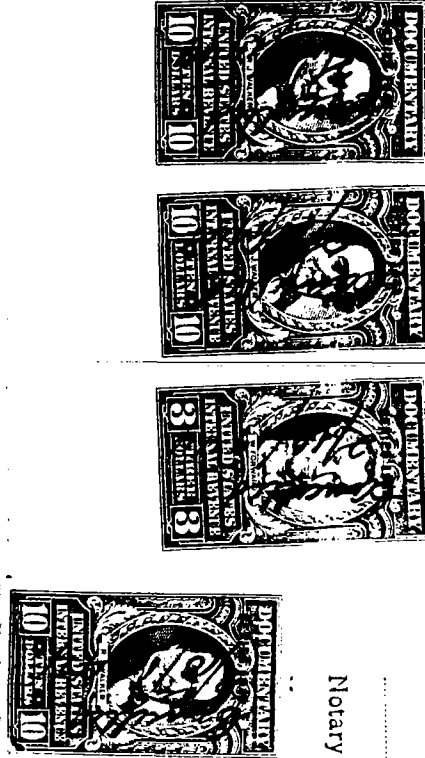
Walter A. Zinn (SEAL)
Toni Zinn (SEAL)
May A. Leffler (SEAL)

Personally came before me, this TENTH day of FEBRUARY, A. D. 1944, the above named Walter A. Zinn and Toni Zinn, his wife,

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, *May A. Leffler* Milwaukee County, Wis.

Commission expires A. D. 19



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No. 2472006

TO

Warranty Deed

REGISTER'S OFFICE,
State of Wisconsin,
County.

Received for Record this _____ day of _____ A. D., 19____,
at 3:20 o'clock P M., and recorded in
Vol. 1984 of Deeds on page 483

Shirley M. Harts
Register of Deeds

Deputy

When recorded mail to
W.S. Bake
General Real Estate Agent
Pere Marquette Railway Co.,
General Motors Building
Detroit (2), Michigan.

Detroit, December 31, 1943.

File: 2139.

Mr. H. A. Cassil:

There is enclosed copy of Agreement of Purchase and Sale between the Railway Company and Walter A. Zinn and wife, respecting property adjoining our car ferry terminal at Milwaukee. The original and duplicate of this agreement have been sent to Mr. Zinn for execution.

Before we are called upon to complete this transaction, a survey of the property should be made to establish the boundary lines as described in the agreement, locate all buildings, driveways and other uses of the property, and determine whether or not tenants or users of the City's river front property are encroaching upon the Zinn property. We know that they are using the Zinn property for driveway purposes, and it may be that some of their buildings or other structures may be encroaching. All corners and points of angle in the boundary line should be marked, so that they can be permanently monumented after we have acquired title to the property.

W.B. Baker

General Real Estate Agent.

WSB/K.

CC/ Mr. R. J. Bowman
Mr. John C. Shields.

PP *12/31*
To note and confer
10/16

title shall have passed to it in the meantime, all rents, insurance premiums and taxes shall be prorated as of the day possession passes to the purchaser, or at the time the title passes, whichever comes first. All unpaid taxes and interest on the title shall be paid by the purchaser.

5. The sellers agree to insure the buildings situated on the premises for their full insurable value, with loss payable to the parties as their respective interests shall appear.

THIS AGREEMENT, made this _____ day of _____, 1944, between RALPH A. ZINN and TONI ZINN, husband and wife, of Milwaukee, Wisconsin, parties of the first part, hereinafter called the "Sellers", and PERE MARQUETTE RAILWAY COMPANY, a Michigan corporation, of Detroit, Michigan, party of the second part, hereinafter called the "Purchaser",

W I T N E S S E T H:-

That the sellers agree to sell and convey to the purchaser, and the purchaser agrees to purchase, land in the City of Milwaukee, County of Milwaukee, and State of Wisconsin, described as follows, to-wit:-

Bounded Northerly by lands of Pere Marquette Railway Company; Southeasterly by a parcel of land conveyed by the City of Milwaukee to the United States of America by deed dated November 2, 1908, recorded February 2, 1909, in Volume 562 of Deeds at Pages 369-373, Milwaukee County, Wisconsin, records, and re-conveyed by the United States of America to the City of Milwaukee by deed dated March 21, 1940, recorded June 3, 1940, in Volume _____ of Deeds at Pages _____, Milwaukee County, Wisconsin, records; Southwesterly by the northeasterly line of Kinnickinnic Avenue; and more particularly described as part of the south fifty feet of Lot One and part of Lot Two, in the Subdivision of the West half of the Southwest Quarter of Section 4, T. 8 N., R. 22 E.; beginning at the point of intersection of the northeasterly line of Kinnickinnic Avenue with the north line of the south fifty feet of said Lot One; thence east on and along the north line of the south fifty feet of said Lot One, 438.5 feet to a point; thence south 44 degrees 54 minutes 37 seconds west, 54.40 feet to a point; thence south 61 degrees 05 minutes west, 360 feet to a point in the northeasterly line of Kinnickinnic Avenue; thence northwesterly on and along the northeasterly line of Kinnickinnic Avenue, 232.48 feet, more or less, to the place of beginning; containing an area of 1.14 acre, more or less.

TOGETHER with all of the hereditaments and appurtenances thereunto belonging, for the sum of THIRTY THOUSAND DOLLARS (\$30,000.00), on the following terms and conditions, to-wit:-

1. As part of the purchase price, the purchaser has paid to the sellers the sum of THREE THOUSAND DOLLARS (\$3,000.00), the receipt of which is hereby acknowledged.

2. The premises are presently occupied and used by sundry and diverse persons and corporations. The sellers agree that they will remove such persons and corporations from the premises by due process of law; or enter into duly executed leases with them in the form hereto attached; or obtain affidavits of disclaimer, releases, or other instruments, in manner and form approved by counsel for the purchaser, whereby they disclaim any right or title to the premises, or any part thereof, or to the use thereof.

3. The sellers agree that they will, on or before tendering the deed provided for in Paragraph 7 hereof, duly assign the leases required by Paragraph 2 to the purchaser.

4. The sellers shall have possession of the premises for the period of one hundred eighty (180) consecutive days, from and after the date of this agreement, and at the expiration of this period the purchaser shall, unless title shall have passed to it in the meantime, have possession of said premises. All rents, insurance premiums and taxes shall be prorated as of the day possession passes to the purchaser, except the time the title passes, whichever comes first, and the sellers shall be liable for the same until the time title passes to the purchaser.

5. The sellers agree to insure the buildings situated on the premises for their full insurable value, with loss payable to the parties as their respective interests shall appear.

6. The sellers will furnish the purchaser with a complete Abstract of Title and Tax History, certified to the proximate date of the deed.

7. The purchaser agrees that whenever the sellers deliver unto it, a Warranty Deed conveying title to the purchaser of the property covered by this agreement, in fee simple, free from all liens and encumbrances, together with the leases or disclaimers, releases or other instruments hereinbefore described, it will pay unto the sellers the sum of TWENTY-SEVEN THOUSAND DOLLARS (\$27,000.00), which sum shall be in addition to the THREE THOUSAND DOLLARS (\$3,000.00) heretofore paid, and shall be without interest.

8. The sellers agree that they will not transfer, assign or encumber this agreement, or any interest therein, without the written consent of the purchaser, endorsed or affixed hereon.

9. The covenants, conditions, and agreements herein contained, shall run with the land and shall bind the heirs, legal representatives, successors and assigns of the respective parties hereto.

10. Toni Zinn, wife of Walter A. Zinn, by executing this agreement, agrees to join in the execution of the deed to be made in fulfillment hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, the day and year first above written.

In presence of:

Walter A. Zinn (U.S.)

Toni Zinn (U.S.)

In presence of:

ELGIN MARQUETTE RAILWAY COMPANY

By _____
R. J. Rowman, Its President

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS.

On this _____ day of _____, 1944, before me, a Notary Public in and for the county aforesaid, personally appeared Walter A. Zinn and Toni Zinn, husband and wife, to me known to be the same persons described in and who executed the within instrument as sellers, and severally acknowledged the same to be their free act and deed.

Notary Public, Milwaukee County, Wisconsin.

My commission expires _____.

On this _____ day of _____, 1944, before me, a Notary Public in and for county aforesaid, appeared R. J. Rowman, to me personally known,

who being by me duly sworn, did say that he is President of Pere Marquette Railway Company, the corporation named in and which executed the within instrument as purchaser, and that said instrument was signed by him in behalf of said corporation by authority of its Board of Directors, and the said R. J. Bowman acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Wayne County, Michigan.

My commission expires _____.

LEASE

THIS AGREEMENT, made this _____ day of _____ 1944, between WALTER A. ZINN, of Milwaukee, Wisconsin, party of the first part, hereinafter called the "Lessor", and

party of the second part, hereinafter called the "Lessee",

W I T N E S S E T H:-

1. In consideration of the rents and covenants herein specified, the lessor hereby lets and leases to the lessee, and the lessee hereby hires the following described premises of the lessor, situate and being in the City of Milwaukee, County of Milwaukee and State of Wisconsin, to-wit:-

for the term beginning on the date hereof and continuing thereafter from month to month until terminated by either party upon thirty days' written notice to the other of election so to do, and upon the expiration of such thirty days this agreement shall thereupon cease and terminate.

2. The lessee hereby covenants and promises to pay to the lesser, his heirs or assigns, as rental for said premises, the sum of _____ Dollars (\$ _____) per month, in advance, commencing on the _____ day of _____ 1944, and continuing thereafter for each month in each year so long as this agreement shall remain in force.

3. The lessee will at _____ sole expense during the occupancy of said premises, keep the same and every part thereof in good repair, and at the termination of this agreement, yield and deliver up the same in as good condition as when taken, reasonable wear thereof and damage by the elements excepted; also furnish _____ own heat, electric current, gas, water, and janitor service. At any time before the termination of this agreement, the lessee shall have the right to remove from said premises all personal property thereon belonging to the lessee, except such personal property the taking of which would prevent the return of the premises to the lessor in as good condition as when taken. If the lessee shall not remove such personal property before the termination of this agreement as aforesaid, the same shall become the property of and belong to the lessor, without the right of the lessee to have compensation therefor in any form. It is understood and agreed that until all personal property of the lessee shall be removed from the lessor's premises, the provisions of Paragraph Four (4) hereof shall apply.

4. The use of the premises herein demised involves risk of loss and damage by fire. The lessee hereby assumes all risk of loss and damage by fire to _____ property and agrees to protect, save harmless and indemnify the lessor, his heirs and assigns, from all claims of third parties arising by reason of any loss and damage to property of others now situated or which may hereafter be placed upon the herein demised premises.

_____ personal property now situated on which may hereafter be placed in or on the demised premises, during the time this agreement remains

in force; and in case such personal property shall be assessed with property owned by the lessor, the lessee agrees to pay to the lessor, his heirs or assigns, on demand, _____ equitable proportion of the taxes so assessed, and the lessee hereby authorizes the lessor, his heirs or assigns, to determine the proper proportion and amount of such taxes to be paid by the lessee.

6. The use of the premises hereby leased shall be limited to

and the lessee agrees that the demised premises or any part thereof shall not be used for any other purpose.

7. It is agreed that the lessee shall not transfer, assign or encumber this agreement or any of the rights or privileges herein given, without the written consent of the lessor, his heirs or assigns, and that the lessee shall not let or sublet or permit any portion of said premises, or any building or structure thereon, or any part of the same, to be used by any other party or parties, without the written consent of the lessor, his heirs or assigns.

8. In case of non-payment of rent herein provided to be paid, or any part thereof, at the time and in the manner provided for the payment thereof, or in case of the non-performance or breach of any of the covenants herein made by the lessee, the lessor, his heirs, legal representatives, or assigns, may re-enter into and repossess the said premises and the said lessee and each and every other occupant, remove and put out, and from and after such re-entry is made this agreement shall cease and be absolutely void in respect to the covenants to be performed by the lessor, his heirs or assigns.

This agreement and all of the terms and conditions hereof, shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, as of the day and year first above written.

Witnesses to the signature
of the "Lessor":

Witnesses to the signature
of the "Lessee":

Walter A. Zinn (L.S.)

Signature of the "Lessee"

DEED 1004

This indenture, Made this TENTH day of FEBRUARY, A.D., 1944,
between WALTER A. ZINN and TONI ZINN, his wife, of Milwaukee, Wisconsin

part ies of the first part,
and FERE MARQUETTE RAILWAY COMPANY, a Michigan corporation, of General Motors
Building, Detroit (2), Michigan,

part Y of the second part.
~~Witnesseth.~~ That the said part ies of the first part, for and in consideration of the sum of
ONE DOLLAR (\$1.00) and other good and valuable considerations,

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed
and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed,
and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said
party of the second part, its ^{successors} ~~heirs~~ and assigns forever, the following described real estate, situated
in the County of Milwaukee and State of Wisconsin, to-wit:

A parcel of land in the City of Milwaukee, bounded Northerly by
lands of Fere Marquette Railway Company; Southeasterly by a parcel
of land conveyed by the City of Milwaukee to the United States of
America by deed dated November 2, 1908, recorded February 2, 1909,
in Volume 562 of Deeds at Pages 369-373, Milwaukee County, Wisconsin, records, and re-conveyed by the United State of America to the
City of Milwaukee by deed dated March 21, 1940, recorded June 3,
1940, in Volume 1640 of Deeds at Pages 682/8 incl., (Doc.No.2264437),
Milwaukee County, Wisconsin, records; Southwesterly by the north-
easterly line of Kinnickinnic Avenue; and more particularly described
as part of the south fifty feet of Lot One and part of Lot Two, in
the Subdivision of the West half of the Southwest Quarter of Sec-
tion 4, T. 6 N., R. 22 E.; beginning at the point of intersection
of the northeasterly line of Kinnickinnic Avenue with the north line
of the south fifty feet of said Lot One; thence east on and along
the north line of the south fifty feet of said Lot One, 438.5 feet
to a point; thence south 44 degrees 54 minutes 37 seconds west,
54.40 feet to a point; thence south 61 degrees 05 minutes west,
360 feet to a point in the northeasterly line of Kinnickinnic Avenue;
thence northwesterly on and along the northeasterly line of Kinnic-
kinnic Avenue, 232.48 feet, more or less, to the place of beginning;
containing an area of 1.14 acre, more or less.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises,
and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto
the said party of the second part, and to its ^{successors} ~~heirs~~ and assigns FOREVER.

And the said WALTER A. ZINN and TONI ZINN, his wife,

for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree
to and with the said party of the second part, its ^{successors} ~~heirs~~ and assigns, that at the time of the ensembling
and delivery of these presents they were well seized of the premises above described, as of a good, sure,
~~but~~ ~~clear from all incumbrances, whatever.~~ ~~same are good and~~
clear from all incumbrances, whatever.

and that the above bargained premises in the quiet and peaceable possession of the said party of the second

City of Milwaukee
to

Pere Marquette Ry Co.

10-29-36

THIS INDENTURE, Made this 29th day of October, A.D., 1936,

between City of Milwaukee, a municipal corporation,

a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Milwaukee, Wisconsin, party of the first part, and Pere Marquette Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of Michigan,

party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Seventy-five Thousand (\$75,000.00) Dollars - - - - -

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged,

has given, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors, City and

part, its ~~heirs~~ and assigns forever, the following described real estate, situated in the County of Milwaukee and State of Wisconsin, to-wit:

"All except the south fifty-six one-hundredths (56/100) acres and except right of way of Railway Company of Lot numbered One (1) in Subdivision of the west one-half (1/2) of the southwest one-quarter (S.W.1/4) of Section four (4), and the south fifty (50) feet of that part west of the Kinnickinnic River of Lot numbered Nine (9) and the south one-half (S.1/2) except the west forty (40) feet of lot numbered Ten (10) in Partition Lots in the northwest one-quarter (N.W.1/4) of Section four (4), Township Six (6) north, Range twenty-two (22) east" excepting

"That part of lot one (1) in the Subdivision into Lots of the West one-half (1/2) of the Southwest one-quarter (S.W.1/4) of Section four (4), Town six (6) north, Range twenty-two (22) east, more particularly described as follows, to-wit:

"Commencing at the point of intersection of the east line of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company's right of way and the Northeasterly (N.E'y.) line of South Kinnickinnic Avenue, said point lying two hundred seventy-eight and sixty one-hundredths (278.60) feet south of the north line of the Southwest one-quarter (S.W.1/4) of Section four (4), Town six (6) North, Range twenty-two (22) East; running thence Southeasterly along the Northeasterly line of South Kinnickinnic Avenue seventy-five and twenty-four one-hundredths (75.24) feet to a point; thence east and parallel to the north line of said one-quarter (1/4) section forty-seven and thirty-five one-hundredths (47.35) feet to a point; thence northwesterly along a line which is parallel to and forty-four and no/one-hundredths (44.00) feet northeasterly, measured at right angles from the Northeasterly line of South Kinnickinnic Avenue one hundred ninety-nine and sixty-two one-hundredths (199.62) feet to a point in the east line of said right of way; thence south along the east line of said right of way one hundred fifteen and fifty-nine one-hundredths (115.59) feet to the point of commencement." 431 AC.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said City of Milwaukee, a municipal corporation party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said party of the second

This indenture, Made this 29th day of October, A. D., 1936..

between City of Milwaukee, a municipal corporation,
~~a corporation~~ duly organized and existing under and by virtue of the laws of the State of Wisconsin, located
at Milwaukee, Wisconsin, party of the first part. and Dere Marquette Railway
Company, a corporation duly organized and existing under and by virtue
of the laws of the State of Michigan,

part.y of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of
Seventy-five Thousand (\$75,000.00) Dollars - - - - -

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged,
has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents
does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second
part, its ^{successors} ~~heirs~~ and assigns forever, the following described real estate, situated in the ^{City and} County of
Milwaukee and State of Wisconsin, to-wit:

"All except the south fifty-six one-hundredths (56/100) acres and except
right of way of Railway Company of Lot numbered One (1) in Subdivision
of the west one-half (1/2) of the southwest one-quarter (S.W.1/4) of
Section four (4), and the south fifty (50) feet of that part west of the
Kinnickinnic River of Lot numbered Nine (9) and the south one-half (S.1/2)
except the west forty (40) feet of Lot numbered Ten (10) in Partition Lots
in the northwest one-quarter (N.W.1/4) of Section four (4), Township Six
(6) north, Range twenty-two (22) east" excepting

"That part of Lot one (1) in the Subdivision into Lots of the West
one-half (1/2) of the Southwest one-quarter (S.W.1/4) of Section four
(4), Town six (6) north, Range twenty-two (22) east, more particularly
described as follows, to-wit:

"Commencing at the point of intersection of the east line of the
Chicago, Milwaukee, St. Paul & Pacific Railroad Company's right of way
and the Northeasterly (N.E.1/4) line of South Kinnickinnic Avenue, said
point lying two hundred seventy-eight and sixty one-hundredths (278.60)
feet south of the north line of the Southwest one-quarter (S.W.1/4) of
Section four (4), Town six (6) North, Range twenty-two (22) East; run-
ning thence Southeasterly along the Northeasterly line of South Kinnic-
kinnic Avenue seventy-five and twenty-four one-hundredths (75.24) feet
to a point; thence east and parallel to the north line of said one-quar-
ter (1/4) section forty-seven and thirty-five one-hundredths (47.35) feet
to a point; thence northwesterly along a line which is parallel to and
forty-four and no/one-hundredths (44.00) feet northeasterly, measured at
right angles from the Northeasterly line of South Kinnickinnic Avenue
one hundred ninety-nine and sixty-two one-hundredths (199.62) feet to a
point in the east line of said right of way; thence south along the east
line of said right of way one hundred fifteen and fifty-nine one-hun-
dredths (115.59) feet to the point of commencement." *A.31 AC.*

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any way
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first
part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and
their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto
the said party of the second part, and to its ^{successors} ~~heirs~~ and assigns FOREVER.

And the said City of Milwaukee, a municipal corporation
party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said
party of the second part, its ^{successors} ~~heirs~~ and assigns, that at the time of the ensembling and delivery of these
presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible
estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances what-
ever.

and that the above bargained premises in the quiet and peaceable possession of the said party of the second

SUCCESSORS

part, its / ~~heirs~~ and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and DEFEND.

In witness whereof, the said City of Milwaukee, a municipal corporation, party of the first part, has caused these presents to be signed by Daniel M. Hoan, Mayor, its Mayor, its City Clerk, and its Secretary, and its corporate seal to be hereunto affixed, this 29th day of October, A. D. 1936.

CITY OF MILWAUKEE

Corporate Name

Daniel J. Dees

Daniel M. Hoan
Mayor

COMPTROLLER

RECORD

Harold M. Purcell

Harold M. Purcell
City Clerk

COUNTY CLERK

SECRETARY

State of Wisconsin,

ss.

MILWAUKEE

County.

Comptroller

Personally came before me, this

29th

day of October, A. D. 1936.

Daniel M. Hoan, Mayor, ~~Hele~~ *Harold M. Purcell*, City Clerk, and ~~M. H. Mendt~~ *Harold M. Purcell*, Secretary

of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such ~~President and Secretary~~ *Mayor, City Clerk, and Comptroller* of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the ~~said~~ *said* Corporation, pursuant to resolution File No. 58461 adopted by the Common Council of the City of Milwaukee on June 8, 1936.

Harold M. Purcell

Notary Public, Milwaukee

County, Wis.

My commission expires

Jan 8-37

A. D. 1937

No. 2108827

City of Milwaukee, a municipal corporation,
to
Pere Marquette Railway Company, a corporation

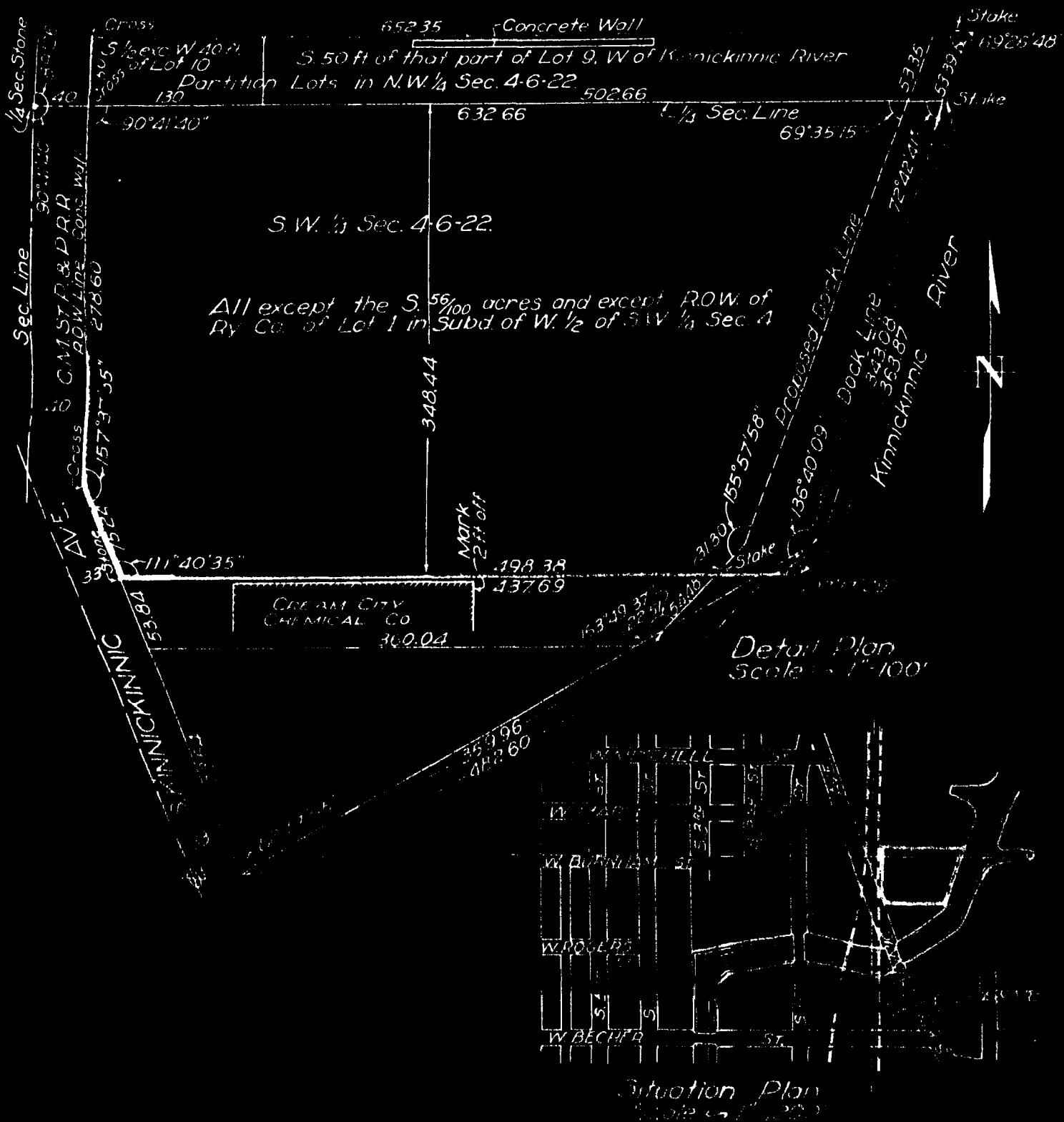
Warranty Deed

REGISTER'S OFFICE,
State of Wisconsin,
Milwaukee County.

Received for Record this _____ day of _____ A. D., 19____,
at *4:15* o'clock _____ M., and recorded in
Vol. 1373 of Deeds on page 621

Edmund T. Gasko
Register of Deeds
Deputy

Return to
John F. Gasko
1002 Wisconsin Ave.
Milwaukee, Wis.



PLAT OF SURVEY OF
PART OF LOT 1, IN SUBD. OF W. 1/2 OF S.W. 1/4
SEC. 4-6-22. AND PART OF LOTS 9 AND
10 IN PARTITION LOTS IN N.W. 1/4 SEC.
4-6-22.

CITY OWNED.

CITY ENG'R. DEPT.-MILWAUKEE, WIS.

DESIGNED BY F. J. O'NEILL

DRAWN BY T.R.M.

APPROVED BY:-

E. J. Hamilton
CHIEF DRAFTSMAN

OCTOBER 11, 1934

SCALE 1"=100'

J. H. Smith
CITY ENGINEER

WARRANTY DEED

THE MILWAUKEE ELECTRIC RAILWAY
AND LIGHT COMPANY

to

PERE MARQUETTE RAILWAY COMPANY

44-3886

A. L. L.

17.

118

37
324

THIS INSTRUMENT Made by THE MILWAUKEE ELECTRIC RAILWAY AND LIGHT COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, of the City of Milwaukee, County of Milwaukee, and State of Wisconsin, hereby CONVEYS AND WARRANTS to PERMAR JUSTICE RAILWAY COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Michigan, grantee, of the City of Detroit, County of Wayne and State of Michigan, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the following tract of land in the City of Milwaukee, County of Milwaukee and State of Wisconsin, to-wit:

All that part of Lot Nine (9) West of Kinnickinnic River, except a strip off the whole South part thereof Fifty (50) feet wide; all of the North One-half (1/2) of Lot Ten (10) except a strip off the West part thereof Forty (40) feet wide; all of Lot Eleven (11) except a strip off the West part thereof Forty (40) feet wide; all of Lot Twelve (12) except a strip off the West part thereof Forty (40) feet wide; and all of Lots Thirteen (13) and Seventeen (17); said Lots being in the Partition into lots of that part of the Northwest quarter of Section Four (4) in Township Six (6) North, Range Twenty-two (22) East, which lies West of the Quarter Section line. The premises hereby conveyed containing an area of 4.8 acres, more or less.

4.8

This conveyance is made subject to the right of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, its successors and assigns, to maintain retaining wall footings under the westerly three (3) feet of that portion of Lots Ten (10), Eleven (11) and Twelve (12) conveyed hereby, - the grantee being hereby vested with the right to use such footings for the support of the walls of any building or other structure which it may erect.

The grantor hereby reserves the poles, wires and appurtenances comprising the electric distribution line now installed upon and across the north part of the above described premises with the right to remove the same from said premises and the obligation so to do upon such request being made by the grantee, its successors or assigns.

IN WITNESS WHEREOF the said grantor has caused these presents

(Signature)

to be signed in its name by S. B. Way, its President, and counter-
signed by F. J. Boehm, its Secretary, at Milwaukee, Wisconsin, and
its corporate seal to be hereunto affixed this 26th day of
October, A.D. 1936.

Signed and sealed in
the presence of:

Edmund J. Michelony

THE MILWAUKEE ELECTRIC RAILWAY
AND LIGHT COMPANY

By S. B. Way
Its President

Edward J. Michelony

Countersigned:

By F. J. Boehm
Its Secretary

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.

Personally came before me this 26th day of
October A. D. one thousand nine hundred and thirty-six
(1936) S. B. Way, President and F. J. Boehm, Secretary, of The
Milwaukee Electric Railway and Light Company, to me known to be the
persons who executed the foregoing instrument, and to me known to be
such President and Secretary of said corporation, and severally
acknowledged that they executed the foregoing instrument as such
officers, and as the deed of said corporation by its authority.

Edward J. Michelony
Notary Public, Milwaukee County, Wis.

My commission expires January 29th 1937.

720 10

1500005

Lead

C.

Henry Newcomb

To

Marquette
Railroad Company

19 3

Deeds Pages 263-

64-1651 C.

This INDENTURE, made the 13th day of June, A.D. 1903,
Between HENRY HENNING of Boston, Massachusetts, personally
and as trustee for the Detroit, Grand Rapids & Western Rail-
road Company and its assigns, party of the first part, and
the DUNE-MARQUETTE RAILROAD COMPANY, a Michigan corporation,
party of the second part, WITNESSETH:

That the said party of the first part, for and in con-
sideration of the sum of one dollar and other considerations
to him in hand paid by the said party of the second part,
the receipt whereof is hereby confessed and acknowledged,
does by these presents grant, bargain, sell, remise, release
and forever QUICCLAIM unto the said party of the second part,
and to its successors and assigns, FOREVER. All of the fol-
lowing described real estate situated in the Twelfth (12)
Ward of the City of Milwaukee, County of Milwaukee and State
of Wisconsin, to-wit:

The following portion of lot numbered seven (7) in par-
tition of that part of the Northwest quarter (1/4) of Section
numbered four (4) of Township numbered six (6) North, of
Range numbered twenty-two (22) East, which lies west of the
quarter (1/4) section line, which is bounded and described
as follows, to-wit: Commencing at the northwest corner of
said lot and running thence east nine hundred and fifteen
(915) feet, more or less, to the westerly dock line of the
Kinnickinnic River; thence south twenty (20) degrees west
along said dock line one hundred and three and 32/100
(103.32) feet to a point; thence south twenty-one (21) de-
grees and twenty-four (24) minutes west along said dock line
one hundred and seventy-one and 77/100 (171.77) feet to a point
on the south line of said lot seven (7); thence west on the
south line of said lot seven (7) eight hundred sixty-two and
33/100 (862.33) feet more or less, to the southwest corner
of Lot seven (7) thence north along the west line of said Lot

seven (7) two hundred fifty-seven and 1/100 (257.01) feet to the place of beginning; excepting therefrom that portion of said Lot seven (7) conveyed to the Illinois Steel Company by said Henry Newcomb, trustee, by deed dated December 13, 1897, and also excepting the west one hundred and sixteen (116) feet of said real estate, which was needed to the Chicago, Milwaukee and St. Paul Railway Company for its right of way by three separate deeds recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin, in Volume 122 page 472; Volume 130, page 305; Volume 179, page 252; said property being conveyed subject to the conditions contained in a grant to the Chicago & Northwestern Railway Company, recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, in Volume 301, page 7.

Also that portion of Lot numbered eight (8) which is situated and lies west of the west line of the Kinnickinnic River, as now established through said quarter (1/4) section.

Also the following portion of Lot No. Five (5) in partition of that part of the Northwest quarter of Section Four (4), Township six (6) North of Range Twenty-two (22) East, which lies west of the quarter section line, bounded and more particularly described as follows; beginning at a point on the south line of said Lot, one hundred sixteen (116) feet east of the west line of said Section Four (4); thence north two hundred (200) feet; thence southeasterly to a point on the south line of said Lot Five (5), which point is three hundred and thirty three tenths (303.3) feet from the place of beginning; thence west three hundred and three tenths (303.3) feet to the place of beginning, containing thirty thousand and three hundred and thirty (30,330) square feet, as near as can be estimated.

Together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining To Have and to Hold the said land and premises to the said party of the second part, and to its successors and assigns, to the sole and only proper use, benefit and behoof, of the said party of the second part, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered

in Presence of

Frank H. [illegible]

S. E. Barker

Henry Newcomb

Henry Newcomb
Trustee

STATE OF MASSACHUSETTS)

County of Suffolk.) ss:

On this 15th day of June A.D. 1903,
before the undersigned, a Notary Public within and for said State, personally appeared Henry Newcomb, to me personally known to be the same person whose name is subscribed to the foregoing instrument of writing as party thereto and duly acknowledged that he executed the same for the purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission will expire February 15, 1905.

Frank H. [illegible]
Notary Public.